

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

KEITH PENDER, individually, and on behalf
of other members of the general public
similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

v.

CONGREGATIONAL HOMES, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV29229

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: December 1, 2023
Time: 10:00 a.m.
Department: SSC10

Complaint Filed: August 9, 2021
FAC Filed: April 19, 2023
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department 10 of
2 the Superior Court of California for the County of Los Angeles, located at Spring Street
3 Courthouse, on December 1, 2023 at 10:00 a.m. for Plaintiff's Motion for Final Approval of Class
4 Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
5 and Class Representative Enhancement Payment ("Motion for Final Approval"). Lawyers *for*
6 Justice, PC appeared on behalf of Plaintiff Keith Pender ("Plaintiff"), individually and as Class
7 Representative, and O'Hagan Meyer appears as counsel for Defendant Congregational Homes,
8 Inc. ("Defendant").

9 On July 27, 2023, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
11 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
12 and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement
13 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
14 for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former non-exempt employees who worked for Defendant in
28 California during the period of time from August 9, 2017 through October 31, 2022
29 ("Class" or "Class Members").

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1 4. The Notice of Proposed Settlement (“Class Notice”) that was provided to the Class
2 Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement as it relates to the Class Released Claims (“Participating Class
27 Member”) are bound by this Final Approval Order and Judgment.

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1 7. The Court finds that three (3) Class Members have timely and validly opted out of
2 the Class Settlement and will not be bound by this Final Approval Order and Judgment as it relates
3 to the Class Settlement and Class Released Claims.

4 8. The Court finds that payment of Settlement Administrator Payment in the amount
5 of \$12,500.00 is appropriate for the services performed and costs incurred and to be incurred for
6 the notice and settlement administration process. It is hereby ordered that the Settlement
7 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
8 \$12,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 9. The Court finds that the Class Representative Enhancement Payment sought is fair
10 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
11 that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Keith
12 Pender for his Class Representative Enhancement Payment, according to the terms and
13 methodology set forth in the Settlement Agreement.

14 10. The Court finds that the allocation of \$130,000.00 toward penalties under the
15 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
16 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
17 Penalties as follows: the amount of \$97,500.00 to the California Labor and Workforce
18 Development Agency (“LWDA Payment”), and the amount of \$32,500.00 to PAGA Group
19 Members defined as “all current and former non-exempt employees who worked for Defendant in
20 California during the period from August 9, 2017 through October 31, 2022” (“PAGA Payment
21 Shares”), according to the terms and methodology set forth in the Settlement Agreement.

22 11. The Court finds that the request for attorneys’ fees in the amount of \$584,933.33 to
23 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
24 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
25 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
26 amount of \$584,933.33 to Class Counsel for attorneys’ fees, in accordance with the terms and
27 methodology set forth in the Settlement Agreement.

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1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$12,770.23 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$12,770.23 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which Participating Class Members shall be
7 conclusively determined to have given a release of any and all Class Released Claims against the
8 Released Parties, as set forth in the Settlement Agreement and Class Notice.

9 14. The Court hereby enters Judgment by which PAGA Group Members shall be
10 conclusively determined to have given a release of any and all PAGA Released Claims against the
11 Released Parties, as set forth in the Settlement Agreement and Class Notice.

12 15. It is hereby ordered that the Settlement Administrator shall establish a settlement
13 account (“Settlement Account”) within ten (10) days of the Effective Date and notify the Parties
14 when the Settlement Account has been established, including providing Defendant with an
15 itemized statement for the total amount to be deposited into the Settlement Account, which shall
16 equal the Maximum Settlement Amount and Employer’s Payroll Taxes (“Settlement Account
17 Deposit”)

18 16. It is hereby ordered that Defendant shall deposit an amount equal to the Settlement
19 Account Deposit, within ten (10) days after receiving notification of the Settlement Account and
20 statement for the Settlement Account Deposit from the Settlement Administrator.

21 17. It is hereby ordered that the Settlement Administrator shall distribute Settlement
22 Shares to Participating Class Members and PAGA Payment Shares to PAGA Group Members, no
23 later than fourteen (14) calendar days after the receipt of the Settlement Account Deposit by the
24 Settlement Administrator, according to the methodology and terms set forth in the Settlement
25 Agreement.

26 18. It is hereby ordered that the Settlement Administrator shall distribute the LWDA
27 Payment to the Labor and Workforce Development Agency, Class Representative Enhancement
28 Payment to Plaintiff, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

1 to Class Counsel, and Settlement Administrator Payment to itself no later than no later than
2 fourteen (14) calendar days after the receipt of the Settlement Account Deposit by the Settlement
3 Administrator, according to the methodology and terms set forth in the Settlement Agreement.

4 19. Each check issued to a Participating Class Member for his or her Settlement Share
5 and to an PAGA Group Member for his or her PAGA Payment Share shall be valid for a period of
6 one hundred and eighty (180) calendar days after first issuance, or in the case of a re-mailed check,
7 will be canceled within ninety (90) calendar days of re-issuance. The funds associated with checks
8 issued to Participating Class Members and PAGA Group Members that have not been cashed or
9 deposited within the 180-day period shall be transmitted to the Controller of the State of California
10 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the
11 benefit of those Participating Class Members and/or PAGA Group Members whose check is
12 cancelled, until such time that they claim their property.

13 20. After entry of this Final Approval Order and Judgment, pursuant to California Rules
14 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
15 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
16 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
17 any dispute arising from or in connection with the distribution of settlement benefits.

18 21. Notice of entry of this Final Approval Order and Judgment shall be given to the
19 Class Members and PAGA Group Members by posting a copy of the Final Approval Order and
20 Judgment on Settlement Administrator's website for a period of at least sixty (60) calendar days
21 after the date of entry of this Final Approval Order and Judgment. Individualized notice is not
22 required.

23
24 Dated: _____

25 _____
26 HONORABLE WILLIAM F. HIGHBERGER
27 JUDGE OF THE SUPERIOR COURT
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