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10/25/2024

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individually and on behalf of all other Aggrieved Employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

BRYNESH A RATLIFF, individually and
on behalf of all other Aggrieved
Employees;

Plaintiff,

vs.

WAYFINDER FAMILY SERVICES, a
California Nonprofit Corporation, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV15669

*[Assigned for all purposes to Honorable Jon R.
Takasugi, Dept. 17]*

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIM**

*[FILED CONCURRENTLY WITH [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT; DECLARATION
OF HAIG B. KAZANDJIAN IN SUPPORT THEREOF;
AND [PROPOSED] FINAL JUDGMENT]*

Complaint Filed: July 6, 2023

FILED
Superior Court of California
County of Los Angeles

OCT 24 2024

David W. Slayton, Executive Officer/Clerk of Court

By: M. Ventura, Deputy

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10/25/2024

1 WHEREAS, on July 6, 2023, Plaintiff Brynesha Ratliff ("Plaintiff"), filed a Complaint
2 against Defendant Wayfinder Family Services ("Defendant"), in the Superior Court of the State
3 of California, County of Los Angeles, Case No. Case No. of 23STCV15669. ("the Action" or
4 "Lawsuit");

5 WHEREAS, the Action is a representative action under the Private Attorneys General
6 Act (the "PAGA");

7 WHEREAS, the Plaintiff Brynesha Ratliff, and Defendant Wayfinder Family Services
8 (collectively "the Parties"), recognize that, in accordance with Labor Code Section 2699(l), court
9 approval is required in the event of a settlement of a PAGA action on a representative basis;

10 WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties
11 are not obligated to follow the class action procedural rules in PAGA cases and therefore need
12 not obtain approval of a settlement thorough a motion for preliminary or final approval. See also
13 *Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action
14 without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117,
15 1123 (9th Cir. 2014) ("[A] PAGA suit is fundamentally different than a class action" in that
16 "PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees
17 opt out of a PAGA action."); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) ("PAGA does
18 not make other potentially aggrieved employees parties or clients of plaintiff's counsel, does not
19 impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff
20 or counsel to scrutiny with respect to the ability to represent a large class.");

21 WHEREAS, the Parties seek to obtain the Court's approval of the "Settlement
22 Agreement and Release of PAGA Claim" (the "PAGA Settlement Agreement") and resolve this
23 matter in the most efficient manner possible;

24 WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall
25 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
26 part of Defendants or any of the Released Parties to the Agreement. Indeed, Defendants deny and
27 dispute each and every allegation of wrongdoing, including the allegations described herein;

28 WHEREAS, Plaintiff asserted in her March 28, 2023, PAGA Notice to the LWDA and in

10/25/2024

1 the Action claims under PAGA alleging violations by Defendants of the Labor Code, including,
2 but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226, 226.7, 226.8,
3 246, 432, 510, 512(a), 510, 512, 515(a), 558(a), 1174(d), 1174.5, 1182.2, 1194, 1197, 1197.1,
4 1198, 1198.5, 2753, 2800, 2802, California Code of Regulations, Title 8, sections 11050(5)(A),
5 11050(4)(C), as well as violations of the applicable IWC Wage Order;

6 WHEREAS, Plaintiff alleges that Defendants failed to provide Plaintiff and all Aggrieved
7 Employees with meal periods, and failed to authorize and permit rest periods, failed to pay
8 legally required overtime, failed to pay split shift differentials, failed to pay minimum wages,
9 failed to timely pay wages upon termination, failed to timely pay wages during employment in
10 accordance with Labor Code section 204, failed to provide complete and accurate wage
11 statements, failed to keep complete and accurate payroll records, failed to pay reporting time
12 pay, failed to provide notice of sick time leave and accrual, failed to pay wages on time, failure
13 to timely pay wages upon discharge or resignation, and failed to reimburse necessary business-
14 related expenses and costs. Plaintiff alleges that this underlying conduct gives rise to a claim for
15 penalties pursuant to Labor Code Section 2698, et seq.;

16 WHEREAS, Defendants deny that they have engaged in any unlawful activity, or that
17 they have failed to comply with the law in any material respect, or that they have any liability to
18 anyone under the claims asserted in the Action;

19 WHEREAS, after the filing of the PAGA Complaint, the Parties engaged in extensive
20 investigation including participating in extensive informal discovery. The information and
21 documentation exchanged included, but was not limited to, information about the number of
22 aggrieved employees, the number of pay periods at issue, and the number of current and former
23 employees. In addition, the Parties exchanged numerous documents evidencing a substantial
24 sampling of time records, paystubs, personnel records, and policies. The Parties engaged in good
25 faith arm's length negotiations, and a full day of mediation on March 5, 2024, with a respected
26 wage and hour mediator, the Honorable Lisa Cole, and were able to reach an agreement, which
27 resulted in a Settlement Agreement resolving this case. The Parties executed an agreement to
28 settle in light of all known facts and circumstances-including Plaintiff, and Plaintiff's Counsel's

10/25/2024

(as defined by the Settlement Agreement) recognition of the expense and length of continued proceedings necessary to litigate the case through trial and through any possible appeals. Plaintiff also considered the uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel also considered the burdens of proof necessary to establish liability of the claims asserted in the case, both generally and in response to Defendants' defenses, and the difficulties in establishing penalties, and other relief sought in the case, particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of Aggrieved Employees who are current employees, given their likely reluctance to aid in the prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiff and Plaintiff's Counsel determined that the Settlement set forth in the PAGA Settlement Agreement is fair, adequate, and reasonable and is in the best interests of the Aggrieved Employees;

WHEREAS, the Parties have reached a settlement of the Released PAGA Claims of the Aggrieved Employees, who are defined as: all current and former non-exempt hourly paid individuals who were employed by either Defendant Wayfinder Family Services and who worked within the state of California at any time between March 28, 2022 and January 31, 2024;

WHEREAS, the Parties have documented the settlement of the Action in a fully executed agreement entitled SETTLEMENT AND RELEASE OF PAGA CLAIM (hereinafter, "PAGA Settlement Agreement") attached to the Declaration of Haig Kazandjian ("Kazandjian Decl.") as **Exhibit 1**;

WHEREAS, upon the entry of the final judgment in this case, each Aggrieved Employee (including Plaintiff), shall, for the period March 28, 2022 and May 4, 2024, fully release and forever discharge Defendants from the Released PAGA Claims as defined in the PAGA Settlement Agreement;

WHEREAS, counsel for the Parties conducted a thorough investigation of both the factual and legal issues affecting the strengths and weaknesses of Plaintiff's claims and potential recovery. Defendants produced information about the number of potentially Aggrieved Employees and the number of pay periods at issue. The Parties also had substantial discussions regarding the core factual and legal issues of the case. This allowed the Parties to reach a

10/25/2024

1 reasoned and informed resolution of this matter;

2 WHEREAS, based on their own independent investigations and evaluations, Plaintiff and
3 her counsel are of the opinion that the settlement for the consideration and on the terms set forth
4 in the attached PAGA Settlement Agreement is fair, reasonable and adequate and is in the best
5 interests of the Plaintiff, the Aggrieved Employees, and the State of California in light of all
6 known facts and circumstances and the risks inherent in litigation, including the potential
7 appellate issues. Plaintiff's Counsel believes that the settlement amount entered into is in the best
8 interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is
9 fair, reasonable and adequate, given the inherent risk of litigation.

10 WHEREAS, Plaintiff and her counsel recognize the risks inherent in PAGA actions,
11 including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore*
12 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) ("[U]nder section 2699, subdivision (2)
13 a trial court may exercise its discretion to award lesser penalties based on the enumerated
14 considerations.") (emphasis in original) (internal quotation marks and citations omitted).
15 Specifically, the trial court may reduce the civil penalty if declining to do so "would result in an
16 award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances
17 of [the] case." Id. Courts routinely exercise this discretion in the rare PAGA cases that proceed to
18 trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *4
19 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of \$500,000.00 instead of maximum
20 recovery of \$2.8 million); cf. *Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D.
21 Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of \$500,000.00
22 instead of maximum recovery of \$1.8 million);

23 WHEREAS, the Plaintiff's evaluation of the risk and reasons for settlement are detailed
24 in the concurrently filed Kazandjian Decl.;

25 WHEREAS, the Parties provided notice of the proposed settlement to the LWDA as
26 required by PAGA. See **Exhibit 4** to the Kazandjian Decl.;

27 WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and
28 agreed upon a Proposed Final Order filed concurrently herewith;

10/25/2024

1 IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS
2 FOLLOWS:

3 The Parties stipulate and jointly propose that the Court approve the following terms of the
4 fully executed PAGA Settlement Agreement, which includes the following key terms:

5 a) As consideration for the settlement described herein and the release contained in
6 the PAGA Settlement Agreement, Defendant Wayfinder Family Services agrees to make a
7 payment of \$341,500.00 in connection with the PAGA Settlement ("Settlement Payment"). The
8 Settlement Payment will be allocated as follows: (a) PAGA Counsel's (as defined by the PAGA
9 Settlement Agreement) attorneys' fees up to the requested amount of 40% of the Settlement
10 Payment (\$136,600.00); (b) PAGA Counsel's request for reimbursement of litigation costs in the
11 amount \$12,163.68; (c) PAGA Settlement Administration costs of up to \$4,500.00 to be paid to
12 the Settlement Administrator; (d) \$10,000.00 to Plaintiff as a Representative Enhancement
13 Award; and (e) the remainder of the Settlement Payment after deducting the items (a), (b), (c)
14 and (d) herein shall be designated as PAGA Penalties, which are estimated to be \$178,236.32
15 and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code
16 section 2699(i) with seventy-five percent (75%) paid to the LWDA (\$133,677.24) and twenty-
17 five percent (25%) paid to the Aggrieved Employees (PAGA Members) (\$44,559.08) on a pro-
18 rata basis, which is further explained below. Each PAGA Member's pro-rata share of the PAGA
19 Penalty Fund represents their Individual Settlement Payment.

20 b) Individual Settlement Calculation. Plaintiff and the Aggrieved Employees shall
21 receive a pro rata share of the twenty-five percent (25%) of the PAGA Penalties allocated to
22 Aggrieved Employees (estimated to be \$44,559.08). Plaintiff and each Aggrieved Employee's
23 Individual PAGA Payment shall be determined by multiplying this 25 percent of the PAGA
24 Penalties allocated to Aggrieved Employees by the (a) the number of PAGA Pay Periods worked
25 by that employee divided by (b) the total number of PAGA Pay Periods worked by all Aggrieved
26 Employees (including Plaintiff). All Individual PAGA Payments made to Aggrieved Employees
27 will be reported on an IRS Form 1099.

28 c) As part of the request for approval of this PAGA Settlement Agreement, PAGA

Counsel requests court approval of forty percent (40%) of the Settlement Payment, which is \$136,600.00 in attorneys' fees from the Settlement Payment. PAGA Counsel requests cost reimbursement in the amount of \$12,163.68 for actual costs incurred by PAGA Counsel (allocated up to \$14,000.00 in the Settlement Agreement) as set forth in the attached declaration of Haig B. Kazandjian from the Settlement Payment.

d) If Plaintiff's counsel's request for such amounts is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will be paid to the Aggrieved Employees and the LWDA. Defendants agree not to oppose a fee request by Plaintiff's Counsel in the foregoing amount or less. Any award for attorneys' fees and costs awarded to PAGA Counsel ("PAGA Counsel Fees and Costs") shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the settlement, appearing at hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. PAGA Counsel will be solely and legally responsible to pay all applicable taxes on the PAGA Counsel Fees and Costs.

e) Subject to the Court approval of this Settlement, and the proposed distribution of the Settlement as set forth herein, the payment of the Settlement amounts shall be paid as follows:

(1) Defendant Wayfinder Family Services will fund the settlement administrator a total of \$341,500.00 no later than ten ("10") business days after the Effective Date (as defined by the Settlement Agreement, the Effective Date means the date by when both of the following have occurred: (a) the Court enters an order Approving the PAGA Settlement. The order is final the day it is entered by the Court.

(2) No later than ten (10) business days after the Effective Date Defendants shall provide the settlement administrator a list of Aggrieved Employee ("Aggrieved

Employee Data”) containing the (1) name; (2) last known home address; (3) the social security number; and (4) the number of pay periods for each Aggrieved Employee in the PAGA Period. Neither the Aggrieved Employee Data nor any information contained therein shall be distributed to PAGA Counsel at any time. The settlement administrator will distribute the checks to the Aggrieved Employees, at a cost not exceeding \$4,500.00, which shall come from the Settlement Payment.

(3) Within seven (7) business days after Defendant Wayfinder Family Services funds the Gross Settlement Amount, the settlement administrator will cause payment of checks to PAGA Counsel for the total amount of Counsel Fees & Costs, as defined herein, as follows: (a) \$10,000.00 to Plaintiff as a Representative Enhancement Award for services performed and risk incurred in bringing the Action ; (b) PAGA Counsel for the total amount of PAGA Counsel Fees & Costs, as defined herein as follows: (1) \$136,600.00 paid to PAGA Counsel for attorneys’ fees; (2) \$12,163.68 paid to PAGA Counsel for costs; (c) payment to the LWDA for penalties; and (d) payment to all Aggrieved Employees. Disbursement of Plaintiff’s Representative Enhancement Award and PAGA Counsel Fees & Costs shall not precede disbursement of the Individual PAGA Payments;

(4) Concurrently with sending each Aggrieved Employee their share of the Settlement Amount, the Claims Administrator will include a “Notice of PAGA Action Settlement” (attached to the Kazandjian Decl. as **Exhibit 2**) along with each Aggrieved Employee’s check. The settlement administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee’s address with directions to the Postmaster to return all undeliverable mail to the settlement administrator. For each returned check/notice that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee’s by using an address refresher database.

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(5) Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the settlement administrator will send those uncashed funds to the State of California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash his or her check.

f) The Parties as part of their Joint Stipulation Requesting Approval of Representative Action Settlement will submit concurrently herewith a proposed final order seeking Court approval of the PAGA Settlement Agreement; approval of the amount of PAGA Counsel Fees & Costs; and permanently barring all Aggrieved Employees from prosecuting any Released PAGA Claims released in this Settlement against Defendants. If there is a conflict between the language of this Stipulation and the language of the PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the PAGA Settlement Agreement shall control.

DATED: July 29, 2024

HAIG B. KAZANDJIAN LAWYERS, APC

By: /s/ Raffi Tapanian
Haig B. Kazandjian, Esq.
Raffi Tapanian, Esq.
Attorneys for Plaintiff BRYNESHA
RATLIFF and Aggrieved Employees

DATED: July 29, 2024

FRIEDENTHAL, HEFFERNAN & BROWN,
LLP

By: Larry A. Helfman
Larry A. Helfman, Esq.
Attorney for Defendant

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7 Attorneys for Plaintiff BRYNESHA RATLIFF

8 individually and on behalf of all other Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

11 BRYNESHA RATLIFF, individually and
12 on behalf of all other Aggrieved
Employees;

13 Plaintiff,

14 vs.

15 WAYFINDER FAMILY SERVICES, a
16 California Nonprofit Corporation, and
DOES 1 through 50, inclusive,

17 Defendants.
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Case No. 23STCV15669

*[Assigned for all purposes to Honorable Jon R.
Takasugi, Dept. 17]*

**~~[PROPOSED]~~ FINAL ORDER GRANTING
APPROVAL OF THE REPRESENTATIVE
PAGA SETTLEMENT**

*[FILED CONCURRENTLY WITH JOINT STIPULATION
REQUESTING APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT; DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT THEREOF; AND
[PROPOSED] ORDER APPROVING REPRESENTATIVE
PAGA SETTLEMENT]*

Complaint Filed: July 6, 2023

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10/25/2024

10/25/2024

The Court has received and considered the Joint Stipulation of Plaintiff BRYNESHA RATLIFF on her own behalf and on behalf of the State of California, and as an “aggrieved employee” acting as private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, et seq. (“PAGA”) and Defendant WAYFINDER FAMILY SERVICES, (hereinafter “Defendants”) Requesting Approval of the Settlement Agreement and Release of PAGA Claim (“PAGA Settlement Agreement” or “Settlement”) .

WHEREAS, the PAGA Settlement Agreement sets forth the terms and conditions for the proposed settlement and for entry of an order of final approval thereon. The Court having read and considered the Parties’ Joint Stipulation Requesting Approval of Settlement Agreement and PAGA Claim, and the supporting documents and exhibits annexed thereto including the Declaration of Haig B. Kazandjian and all exhibits attached thereto, now finds:

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:

1. The Court incorporates by reference the definitions in the PAGA Settlement Agreement and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the PAGA Settlement Agreement.

2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in compliance with the California Code of Civil Procedure, California and United States Constitutions (including the due process clauses), California Rules of Court, and any other applicable law, and is hereby finally approved in all respects.

3. The Parties are hereby directed to perform the terms of the settlement as described in the PAGA Settlement Agreement according to its terms and provisions.

4. The PAGA Settlement Agreement is not an admission by Defendants, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Final Order, the settlement, nor any document referred to herein, nor any action taken to carry out the settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

5. The PAGA Settlement Agreement applies to Plaintiff, the State of California, and

10/25/2024

all Aggrieved Employees, which are defined to mean means all current and former non-exempt employees employed by WAYFINDER FAMILY SERVICES for at least one PAGA Pay Period in California at any time between March 28, 2022 and May 4, 2024.

6. The PAGA Period is deemed to be the period of time from March 28, 2022 and May 4, 2024.

7. The Court orders that pursuant to the PAGA Settlement Agreement, and upon the funding of the Gross Settlement Amount by Defendant WAYFINDER FAMILY SERVICES, (i) Plaintiff is deemed to have fully released any and all claims against Defendants and the Released Parties as fully set forth in the PAGA Settlement Agreement and (ii) Plaintiff, the State of California and all Aggrieved Employees, are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the Released PAGA Claims against Defendants and the Released Parties as fully set forth in the Settlement Agreement.

8. The PAGA Settlement Agreement provides that the Gross Settlement Amount is Three Hundred-Forty-One Thousand and Five Hundred Dollars (\$341,500.00) which shall be paid by Defendant WAYFINDER FAMILY SERVICES. The Gross Settlement Amount is the maximum that Defendants will pay in this matter. The Court hereby approves the Gross Settlement Amount and orders the calculations and payments to be made from the Gross Settlement Amount and administered in accordance with the terms of the PAGA Settlement Agreement:

- a) PAGA Counsel's attorneys' fees in the amount of \$136,600.00, which is 40% of the \$341,500.00. Settlement Payment;
- b) PAGA Counsel's costs in the amount of \$12,163.68;
- c) Administration costs of no more than \$4,500.00 to be paid to the Settlement Administrator, Simpluris;
- d) \$10,000.00 to Plaintiff as a Representative Enhancement Award for services performed and risk incurred in bringing the Action.;
- e) the remainder of the Gross Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are

estimated to be \$178,236.32, and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$133,677.24) and 25% (\$44,559.08), paid to the Aggrieved Employees on a pro-rata basis.

9. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the PAGA Settlement Agreement. Defendants are hereby relieved of any obligation to retain electronically stored information or other data, documents or information as a result of the filing or pursuit of the instant matter but is not relieved of (a) any obligation to produce or retain electronically stored information or data as set forth in the PAGA Settlement Agreement, and (b) any obligation arising independently of this matter to retain electronically stored information or other data, documents or information.

10. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this settlement and all exhibits attached hereto as (i) are consistent with the Final Order; and (ii) do not limit the rights of Aggrieved Employees under the settlement.

11. The Court hereby enters this Final Order pursuant to the terms of the PAGA Settlement Agreement.

12. Without affecting the finality of the Final Order, the Court shall retain continuing jurisdiction over the Action, the Parties, as well as the administration and enforcement of the settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the settlement not resolved by the Settlement Administrator shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the settlement pursuant to the terms of the PAGA Settlement Agreement.

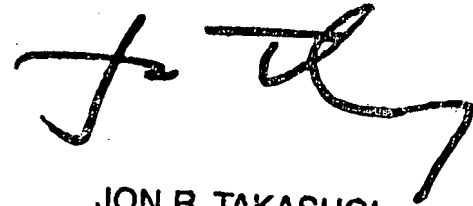
13. This Final Order shall constitute a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

14. The Court hereby dismisses the Action (including all Released PAGA Claims

presented thereby) with prejudice, without fees or costs to any party except as provided by the
PAGA Settlement Agreement.

IT IS SO ORDERED.

Dated: 10-24-24


JON R. TAKASUGI
Honorable Jon R. Takasugi

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10/25/2024

PROOF OF SERVICE

BRYNESH A RATLIFF, ET AL. v. WAYFINDER FAMILY SERVICES, ET AL.
23STCV15669

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES)

I, Eva Gomez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 801 North Brand Blvd., Suite 970, Glendale, California 91203. My electronic service address is eva@hbklawyers.com.

On August 1, 2024, I served the following:

1. **JOINT STIPULATION REQUESTING APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM**
2. **DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF JOINT STIPULATION REQUESTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT**
3. **[PROPOSED] FINAL ORDER GRANTING APPROVAL OF THE REPRESENTATIVE PAGA SETTLEMENT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope, by following one of the methods of service as follows:

Larry A. Helfman, Esq.
Friedenthal, Heffernan & Brown, LLP
1520 W. Colorado Blvd., Second Floor
Pasadena, CA 91105
Email: lhelfman@fhblawyers.com
Brandi Rosales (assistant)
Email: brosales@fhblawyers.com
Nidhi Bansal (Paralegal)
Email: nbansal@fhblawyers.com
Attorneys for Defendant **WAYFINDER FAMILY SERVICES**

(X) **BY ELECTRONIC MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 1, 2024 at Glendale, California.

Eva Gomez

PROOF OF SERVICE

/s/ Eva Gomez

10/25/2024