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VENTURA SUPERIOR COURT

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VENTURA SUPERIOR COURT

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12/11/2023

Brenda L. McCormick
Executive Officer and Clerk

Cristal Alvarez

Edwin Aiwazian (SBN 232943)

edwin@calljustice.com

Arby Aiwazian (SBN 269827)

arby@calljustice.com

Joanna Ghosh (SBN 272479)

joanna@calljustice.com

Yasmin Hosseini (SBN 301592)

yasmin@calljustice.com

LAWYERS for JUSTICE, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

S. Emi Minne (SBN 253179)

emi@parkerminne.com

Jill J. Parker (SBN 274230)

jill@parkerminne.com

PARKER & MINNE, LLP

700 South Flower Street, Suite 1000

Los Angeles, California 90017

Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff

ERIC ZARAGOZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ERIC ZARAGOZA, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiffs,

vs.

THE ARC OF VENTURA COUNTY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 56-2022-00565343-CU-OE-VTA

*Assigned for all purposes to the Honorable
Jeffrey G. Bennett, Dept. 21*

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 8, 2023

Time: 8:20 a.m.

Dept.: 21

Complaint Filed: May 5, 2022

FAC Filed: July 7, 2023

Trial Date: Not Set

1 Plaintiff Eric Zaragoza's unopposed Motion for Final Approval of Class Action and
2 PAGA Settlement ("Motion") in the above-captioned matter came for hearing on December 8,
3 2023 before the Honorable Jeffrey G. Bennett in Department 21 of the above-entitled Court
4 located at 800 South Victoria Avenue, Ventura, California 93009.

5 On August 10, 2023, the Court entered an Order Granting Preliminary Approval of Class
6 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
7 the settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action
8 and PAGA Settlement (hereinafter, "Agreement", "Settlement", or "Settlement Agreement")
9 which, together with the exhibits thereto, set forth the terms and conditions for settlement of this
10 Action.

11 Due and adequate notice having been given to all Class Members as required in the
12 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff's Motion
13 and all documents submitted in support thereof, all papers filed and proceedings had herein, and
14 otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY
ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

15 1. Pursuant to California law, this Court hereby grants final approval of the
16 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.
17 All terms used herein shall have the same meaning as defined in the Agreement.

18 2. This Court has jurisdiction over the subject matter of this Action and over all
19 Parties to this Action, including all Class Members.

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

25 All current and former hourly-paid, non-exempt employees of Defendant The Arc
26 of Ventura County, Inc. who were employed by Defendant The Arc of Ventura
27 County, Inc. in the State of California at any time during the period commencing
28 on May 5, 2018, and ending on July 17, 2023.

1 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,
2 LLP and Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for
3 Justice, PC as Class Counsel in the Action.

4 5. The Court concludes that distribution of the Notice directed to the Class Members
5 as set forth in the Agreement and the other matters set forth therein has been completed in
6 conformity with the Preliminary Approval Order, and constituted the best notice practicable under
7 the circumstances. The Court concludes that the Administrator, Phoenix Class Action
8 Administration Solutions, took all reasonable and necessary steps to locate and notify each Class
9 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to
10 the Class fully and accurately informed the Class of all material elements of the Settlement and
11 their opportunity to object or comment thereon; was the best notice practicable under the
12 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with
13 the laws of the State of California, Federal Rules of Civil Procedure, the United States
14 Constitution, due process, and other applicable law. The notice fairly and adequately described
15 the Settlement and provided Class Members adequate instructions and a variety of means to obtain
16 additional information.

17 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
18 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
19 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,
20 which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs
21 have satisfied the standards and applicable requirements for final approval of this class action
22 settlement under California law, including the provisions of California Code of Civil Procedure
23 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
24 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

25 7. The Court finds that the Settlement is, in all respects, fair, adequate and
26 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
27 that the Settlement was reached following meaningful informal discovery and investigation by
28 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-

length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidencing regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members; the extent of investigation and informal discovery completed; the experience and views of Class Counsel; and the absence of objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby direct that the Settlement be affected in accordance with the Agreement and the terms and conditions set forth in this Judgment.

8. A full opportunity has been afforded to Class Members to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion from the Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

9. The Court hereby finds that there have been 0 objections to the Agreement. The deadline for Class Members to submit written objections to the Agreement was October 10, 2023. The Court also finds that there were 0 objections at the hearing on Final Approval.

10. The Court hereby finds that 0 Class Members have requested to be excluded from the Settlement. The deadline for Class Members to request to be excluded from the Agreement was November 6, 2023. Accordingly, 436 Participating Class Members are bound by this Judgment.

11. Upon entry of this Judgment and remittance of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant to the Administrator, Participating Class Members, shall fully release and discharge Released Parties from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the Action arising during the Class Period, including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3)

1 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of
2 California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of
3 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California
4 Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California
5 Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code
6 § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code
7 §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business
8 & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203,
9 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. Except as provided
10 in paragraph 12, below, Participating Class Members do not release any other claims, including
11 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
12 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
13 on facts occurring outside the Class Period.

14 12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
15 Defendant to the Administrator, all PAGA Members, the LWDA, and the State of California shall
16 fully release and discharge the Released Parties from any and all claims for the recovery for civil
17 penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA
18 Members had, or may claim to have, against Released Parties, arising out of the violations alleged
19 in the Complaint or the PAGA Notice during the PAGA Period, including failure to pay overtime
20 compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks,
21 failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or
22 resignation; failure to timely pay wages during employment; failure to provide complete and
23 accurate wage statements; failure to keep complete and accurate payroll records; failure to
24 reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202,
25 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*,
26 2800, and 2802 and the Industrial Welfare Commission Orders.

27 13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
28 Defendant to the Administrator, in consideration for his Class Representative Enhancement

1 Payment, Plaintiff Eric Zaragoza for himself only, also fully releases the Released Parties from
2 any and all Released Claims and also generally release and discharge the Released Parties from
3 any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which
4 have been or could have been asserted against the Released Parties arising out of or relating to
5 his employment by Defendant or termination thereof, including but not limited to claims for
6 wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful
7 termination of employment. This release specifically includes any and all claims, demands,
8 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees
9 and costs (except provided by the Settlement Agreement) relating to or in any way connected
10 with the matters referred to herein, whether or not known or suspected to exist, and whether or
11 not specifically or particularly described herein. Plaintiff Eric Zaragoza has expressly waived all
rights and benefits afforded by California Civil Code Section 1542, which provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 This release specifically excludes claims that cannot by law be waived, including claims
19 for unemployment insurance, disability, social security, and workers compensation.

20 14. The Court finds the settlement payments provided for under the Agreement to be
21 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
22 the Court orders Defendant to fund the Gross Settlement Amount of \$1,500,000.0 within fourteen
23 (14) calendar days after of the date of entry of this Judgment to provide payments for Individual
24 Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement
25 Payment, Class Counsel's Fees and Costs, Settlement Administration Costs, and PAGA Penalties
26 to the LWDA. The Court further orders Defendant to separately pay any and all employer payroll
27 taxes owed on the wage portion of the Individual Class Payments. Defendant shall fund and the
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Settlement Administrator shall distribute these amounts in accordance with the terms of the Agreement.

15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$525,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the amount of \$22,365.74 from the Gross Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the separate and independent agreement between Class Counsel.

16. The Court hereby approves and orders a Class Representative Enhancement Payment of \$10,000.00 to Plaintiff Eric Zaragoza from the Gross Settlement Amount in accordance with the terms of the Agreement.

17. The Court find that the settlement of the Released PAGA Claims for \$50,000.00, which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Penalties as follows: \$37,500.00 (75% of \$50,000.00) to the California Labor Workforce Development Agency, and \$12,500.00 (25% of \$50,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS Form-1099.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Administrator, Phoenix Class Action Administration Solutions, in the amount of \$9,750.00.

19. The Court hereby approves and orders payment of Individual Class Payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth

1 in the Agreement.

2 20. The Court also hereby approves and orders that any checks distributed from the
3 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
4 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
5 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
6 California Civil Code § 1500, *et seq.* for the benefit of the Class Member or Aggrieved Employee
7 who did not cash their checks until such time that they claim their property, or the property is
8 otherwise disposed of pursuant to the Unclaimed Property Law.

9 21. Provided the Settlement becomes effective under the terms of the Agreement, the
10 Court also hereby orders that the Administrator distribute the Individual Class Member
11 Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class
12 Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA
13 Penalties to the LWDA within fourteen (14) calendar days of receipt of the Gross Settlement
14 Amount.

15 22. Without affecting the finality of this Judgment, the Court shall retain continuing
16 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
17 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
18 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
19 as provided to the contrary herein, any disputes or controversies arising with or with respect to
20 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
21 Court for resolution.

September 9, 2024, 0820

22 23. A post-approval final accounting hearing shall be held on _____ at
23 _____ a.m./p.m. Class Counsel shall submit a final compliance report by
24 August 12, 2024.

25 24. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix
26 Class Action Administration Solutions, on its website for a period of at least sixty (60) days.

27 25. Plaintiff shall file and serve formal Notice of Entry of Judgment with the California
28 Labor and Workforce Development Agency (LWDA).

1 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

2
3 Dated: 12/08/2023
4 _____


5 _____
6 Honorable Jeffrey G. Bennett
7 Judge of the Superior Court
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