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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC,
a Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036172-CU-OE-CTL

Honorable James A. Mangione
Department 75

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Date: April 11, 2025
Time: 9:00 a.m.
Department: 75

Complaint Filed: August 21, 2023
FAC Filed: December 18, 2023
Trial Date: None Set

1 The above-referenced class action and California Private Attorneys' General Act ("PAGA")
2 representative action ("Action") having come before the Court on April 11, 2025 in Department 75
3 before the Honorable James A. Mangione, presiding for a hearing and Order Granting Final
4 Approval of Class Action and PAGA Settlement and Judgment ("Final Order"), consistent with the
5 Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary
6 Approval Order"), filed and entered on October 25, 2024, and as set forth in the Joint Stipulation
7 of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Settlement,"
8 "Agreement,," or "Settlement Agreement") in this Action, and due and adequate notice having been
9 given to all Class Members and PAGA Members as required in the Preliminary Approval Order,
10 and the Court having considered all papers filed and proceedings had herein and otherwise being
11 fully informed, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

13 1. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 2. Consistent with the definitions provided in the Settlement Agreement, the terms
16 "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in
17 California as a non-exempt employee from July 17, 2019 through October 25, 2024. The
18 Settlement Class, however, shall not include any person who previously settled or released any of
19 the claims covered by the Settlement, any person who previously was paid or received awards
20 through civil or administrative actions for the claims covered by the Settlement, or any person who
21 submits a timely and valid Request for Exclusion as provided in the Settlement. The "Class Period"
22 shall be July 17, 2019 through October 25, 2024. All Class Members who worked any hours for
23 Defendant in California from March 13, 2022 through October 25, 2024 ("PAGA Period") are
24 aggrieved employees with respect to the California Private Attorneys General Act ("PAGA")
25 ("PAGA Members"). PAGA Members will be paid their PAGA Award and release the Released
26 PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from
27 the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the
28 Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,

1 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
2 (i) Defendant; (ii) each of Defendant’s respective past, present and future parents, subsidiaries,
3 partners, affiliates, brands and mortuaries including, without limitation, any corporation, limited
4 liability company, or partnership; (iii) the past, present and future board members, directors,
5 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
6 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
7 successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be
8 jointly liable with any of the foregoing, including, but not limited to temporary agencies, Janet de
9 Michaelis, The Omega Society, Inc. and Mission Mortuary.

10 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
11 to this Action, including all Class Members and PAGA Members.

12 4. Distribution of the Class and PAGA Notice directed to the Class Members and
13 PAGA Members as set forth in the Settlement Agreement and the other matters set forth therein
14 has been completed in conformity with the Preliminary Approval Order, including notice to all
15 Class Members and PAGA Members who could be identified through reasonable effort, and is the
16 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
17 adequate notice of the proceedings and of the matters set forth therein, including the proposed
18 Settlement set forth in the Settlement Agreement, to all persons entitled to such Class and PAGA
19 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
20 Members, PAGA Members, Released Class Claims, and Released PAGA Claims, are covered by
21 and included within the Settlement and this Final Order.

22 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
23 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
24 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards
25 and applicable requirements for final approval of this class action Settlement under California
26 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
27 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
28 *Court* (1971) 4 Cal.3d 800, 821.

1 6. The Court hereby approves the Settlement set forth in the Settlement Agreement and
2 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
3 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
4 reached as a result of arms-length negotiations and private mediation. The Court further finds that
5 the Parties have conducted investigation and research, and counsel for the Parties are able to
6 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
7 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
8 the further prosecution of the Action. The Court has reviewed the benefits that are being granted
9 as part of the Settlement and recognizes the significant value to the Class Members and PAGA
10 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
11 only.

12 7. As of the date of entry of this Final Order, each and every Released Class Claims
13 (as defined in the Settlement Agreement and set forth below) of each and every Class Member is
14 and shall be deemed to be conclusively released as against the Released Parties. As of the date of
15 this Final Order, the Class Representative and Settlement Class and each member of the Class who
16 has not submitted a valid Request for Exclusion fully release and discharge the Released Parties
17 from all claims under state, federal, and local law that were or could have been asserted based on
18 the facts and allegations made in the Action, and any amendments thereto, as to the Class Members,
19 including without limitation, California Labor Code sections 200-204, 206, 210, 218, 218.5, 221,
20 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
21 1197, 1197.1, 1198, 1199, 2800, 2802, California Industrial Commission Wage Orders, Cal. Code
22 Regs., Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*,
23 California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged
24 unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay,
25 bonus and incentive pay, timely payment of wages during employment, timely payment of wages
26 at separation, wage statements, payroll records and recordkeeping, unreimbursed business
27 expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to
28 pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for

1 payments received under the Settlement, unfair competition, unfair business practices, unlawful
2 business practices, fraudulent business practices, class actions, representative actions, aggrieved
3 party claims, declaratory relief, penalties of any nature (including, but not limited to, waiting-time
4 penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action
5 (collectively “Released Class Claims”) from July 17, 2019 through October 25, 2024 (i.e., Class
6 Period). Expressly excluded from the release are claims for retaliation, discrimination,
7 unemployment insurance, disability, workers’ compensation, and claims outside the Released Class
8 Claims. The release of claims shall not include any claims that cannot be released as a matter of
9 law. In addition, as of the date of this Final Order, the Class Representative and the Settlement
10 Class, and each member of the Class who has not submitted a valid Request for Exclusion, are
11 forever barred and enjoined from instituting or accepting damages or obtaining relief against the
12 Released Parties for the Class Period.

13 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
14 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
15 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
16 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
17 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
18 the LWDA letter, including but not limited to all claims arising under the California Labor Code
19 including, but not limited to, sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7,
20 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
21 2800, 2802, 2698, *et seq.* as alleged in the Complaint, and the wage orders of the California
22 Industrial Welfare Commission based the facts alleged in the Action (collectively “Released PAGA
23 Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of
24 Plaintiff and all PAGA Members through the date the Court finally approves the Settlement (i.e.,
25 “PAGA Release Period”) and for the entire PAGA Release Period, regardless of whether Plaintiff
26 and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to this
27 Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude
28 himself or herself from the Settlement.

1 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is
2 an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
3 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
4 Released Parties. Neither this Final Order, the Settlement Agreement, nor any document referred
5 to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may
6 be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault,
7 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement,
8 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
9 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
10 Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action
11 or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
12 other than to enforce the provisions of this Final Order, the Settlement Agreement, the Released
13 Class Claims, the Released PAGA Claims, and any related agreement or release. Notwithstanding
14 these restrictions, any of the Released Parties may file in this Action, or submit in any other
15 proceeding, the Final Order, the Settlement Agreement, and any other papers and records on file in
16 this Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
17 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
18 Claims and the Released PAGA Claims.

19 10. The Court hereby enters judgment in the entire Action as of the filing date of this
20 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
21 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
22 interpretation, implementation and enforcement of the Settlement and all orders entered in
23 connection therewith pursuant to California Code of Civil Procedure section 664.6.

24 11. The Court finds the settlement payments provided for under the Settlement to be fair
25 and reasonable in light of all of the circumstances. The Court orders the calculations and the
26 payments to be made and administered in accordance with the terms of the Settlement.

27 12. The Court hereby confirms Lawyers *for* Justice, P.C. as Class Counsel in this
28 Action.

13. The Court also hereby approves and orders payment in the amount of \$60,000.00 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and Workforce Development Agency.

14. The Court also hereby approves and orders payment in the amount of \$20,000.00 from the Maximum Settlement Amount to the PAGA Members.

15. The Court also hereby approves and orders payment from the Maximum Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”), in the amount of \$8,000.00.

16. The Court also hereby approves and orders that any residue from uncashed settlement award checks after the expiration date will be paid out to Koinonia Family Services, as the *cy pres* recipient pursuant to California Code of Civil Procedure section 384(b); any residue received by Koinonia Family Services shall be used solely for child advocacy programs within the State of California pursuant to Code of Civil Procedure section 384 (b).

17. The Court also hereby finds and orders that the Settlement Agreement is and constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendant and the Released Parties.

18. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards, PAGA Shares, attorneys' fees, litigation costs and expenses, Enhancement Award, settlement administration expenses, and the allocation for the PAGA penalties is as set forth in the Implementation Schedule within the Preliminary Approval Order.

19. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Approval Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

Dated:

Honorable James A. Mangione