

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Amanda Fazio (SBN 346350)
a.fazio@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff CECILA ALCARAZ,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CECILIA ALCARAZ, on behalf of herself and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

HHM FACILITY MANAGEMENT LLC,
Missouri limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2023-00055133-CU-OE-CTL

Assigned for All Purposes To:
Hon. Matthew Braner
Dept.: C-60

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Date: March 7, 2025
Time: 11:00 a.m.
Department: C-60

On March 7, 2025 at 11:00 a.m. in Department C-60, Plaintiff Cecilia Alcaraz's ("Plaintiff") unopposed Motion for Approval of the PAGA Settlement Agreement/Stipulation of Settlement ("Settlement Agreement") entered into by and between Plaintiff, on behalf of herself, the State of California and all aggrieved employees (the "Aggrieved Employees"), and HHM Facility Management, LLC ("Defendant"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel ("PAGA Counsel") and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all persons who are employed or were previously employed by Defendant in California and are or were classified as non-exempt employees at any time from October 12, 2022, to the date of the Approval Order.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$98,277.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
2 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
3 the notice requirements of California Labor Code § 2699.

4 5. Upon the Effective Date, Plaintiff, the State of California and the Aggrieved
5 Employees shall be bound by the following release set forth in the Settlement Agreement:

6 Release by Plaintiff, Aggrieved Employees and the LWDA:

7 Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted
8 by law, and on behalf of the State of California and all Aggrieved Employees, for themselves and
9 for their respective former and present representatives, agents, attorneys, spouses, domestic
10 partners, children, marital community, estates, heirs, trusts, administrators, successors, and
11 assigns, forever completely releases and discharges the Released Parties from the Released PAGA
12 Claims that have or could have arisen or accrued during the PAGA Period. It is the intent of the
13 Parties that the Approval Order entered by the Court shall have full equitable and collateral
14 estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the
15 Aggrieved Employees regarding the Released PAGA Claims. Each Aggrieved Employee and the
16 LWDA will be deemed to have made the foregoing Release as if by manually signing it.

17 "Released Parties" means Defendant and each of its divisions, subsidiaries, partnerships,
18 parents, affiliated companies, trusts, or other related entities, past and present, and each of them,
19 as well as each of their directors, officers, shareholders, partners, members, representatives,
20 executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business
21 managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of
22 them and their marital community.

23 "Released PAGA Claims" means any and all claims for civil penalties under PAGA arising
24 from the pleaded claims in the Complaint in the Action and the LWDA Letter for the entire
25 duration of the PAGA Period, and from all other claims for civil penalties arising from, related to,
26 or otherwise connected with the underlying factual allegations contained in the LWDA Letter and
27 the Complaint in the Action, that Plaintiff, on behalf of herself, the LWDA and the Aggrieved
28 Employees, alleged or could have alleged against Defendant and the Released Parties, and further

includes all claims seeking civil penalties for (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code Section 510; (3) failure to pay vacation wages; (4) failure to comply with Labor Code Sections 245 et. seq and 246; (5) meal period liability under Labor Code Section 226.7; (6) rest-break liability under Labor Code Section 226.7; (7) violation of Labor Code Section 221; (8) failure to reimburse necessary business expenditures under Labor Code Section 2802; (9) violation of Labor Code Section 226(a) and 1174; (10) failure to produce requested employment records under Labor Code Sections 226 and 1198.5; and (11) violation of Labor Code Sections 203 and 204, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 201.3, 201.5, 201.9, 202, 203, 204, 204b, 204.2, 205.5, 210, 212, 213, 221, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194 et seq., 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2699.3, 2699.5, and 2802, 2926, 2927, California Code of Regulations 11040, as well as any applicable IWC Wage Order provisions and California Code of Regulations, Title 8, Section 11000 *et seq.*, arising during the PAGA Period.

6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendant denies all liability in the Action. Representative treatment of the Aggrieved Employees also is for settlement purposes only.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$32,759.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$16,443.83**, to be paid out of the Gross Settlement Amount, as

1 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

2 13. The Court appoints Apex to serve as the Settlement Administrator. Furthermore,
3 pursuant to the terms of the Settlement, the Court awards administration related payments in the
4 amount of **\$5,900.00** as compensation for its fees and costs in administering this Settlement. This
5 amount is to be paid out of the Gross Settlement Amount.

6 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
7 approximately **\$43,174.17** shall be allocated as follows: 75% (**\$32,380.63**) will be paid to the
8 LWDA and the remaining 25% (**\$10,793.54**) will be paid to the Aggrieved Employees pursuant to
9 the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

10 15. Defendant will not be required to pay any additional amounts in connection with
11 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
12 Order.

13 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
14 purposes of supervising the implementation, enforcement, construction, administration, and
15 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
16 California Code of Civil Procedure Section 664.6.

17 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
18 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall
19 have full equitable and collateral estoppel and res judicata effect and be final and binding upon
20 Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

21 18. This Judgment is intended to be a final disposition of the above-captioned action in
22 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
23 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

24 19. As the Judgment is consistent with the terms of the Settlement Agreement, the
25 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
26 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
27 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
28 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is

not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

IT IS SO ORDERED.

DATED: _____ 2025

Hon. Matthew Braner
Judge of the Superior Court