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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 VALERIA RAMIREZ, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated; ERIKA SIGALA,
14 individually, on a representative basis, and
on behalf of all others similarly situated;

15 Plaintiffs,

16 vs.

17 INLAND SOUTHERN CALIFORNIA
18 211, a California Nonprofit Corporation;
19 and DOES 1 through 20, inclusive;

20 Defendants.

Case No.: CVRI2305899
[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Complaint filed: November 2, 2023

21 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
22 forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the
23 “Settlement Agreement”) came for hearing in Department 1 of the above-entitled court. The
24 Final Approval Motion was unopposed by Defendant Inland Southern California 211. Having
25 considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other
26 materials properly before the Court and having conducted an inquiry pursuant to California
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28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on July 23, 2025.

1 Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all
2 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
3 having been given to the Class, and the Court having considered the Settlement Agreement, all
4 papers filed and proceedings had herein and all oral and written comments received regarding the
5 proposed settlement, and having reviewed the record in this Litigation, and good cause
6 appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representatives, the Class Members, and Defendant. The Court finally appoints Plaintiffs
12 Valeria Ramirez and Erika Sigala as Class Representatives, and further appoints Brian Mankin
13 and Misty Lauby of Lauby Mankin Lauby LLP as Class Counsel.

14 3. For purposes of effectuating this Order and Judgment, this Court has certified the
15 following class: “All current and former nonexempt (hourly paid) employees employed by
16 Defendant Inland Southern California 211 in California at any time during the Class Period of
17 November 2, 2019, through October 28, 2024.” The Court deems this definition sufficient for
18 purposes of California Rules of Court, rule 3.765(a).

19 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
20 current and former nonexempt (hourly paid) employees employed by Defendant Inland Southern
21 California 211 in California at any time during the PAGA Period of November 2, 2022, through
22 October 28, 2024.”

23 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
24 Form and Exclusion Form (collectively attached as Exhibit “B” to the Declaration of Taylor
25 Mitzner filed on July 23, 2025), as provided for in the Order Granting Preliminary Approval for
26 the Settlement, constituted the best notice practicable under the circumstances to all Class
27 Members and fully met the requirements of California law and due process under the California
28 and United States Constitution. Based on evidence and other material submitted, the actual

1 notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members
5 included:

6 All claims stated in the Complaint and based solely upon the facts in
7 the Complaint, including: (1) failure to pay minimum wages, (2)
8 failure to pay overtime wages, (3) failure to provide meal periods,
9 (4) failure to provide rest breaks, (5) failure to reimburse business
10 expenses, (6) failure to timely pay final wages, (7) failure to provide
11 accurate itemized wage statements, and (8) unfair and unlawful
12 competition. The operative release period for the Released Class
13 Claims is the Class Period. Participating Class Members, including
14 Plaintiffs, do not release any other claims, including claims for
15 vested benefits, wrongful termination, violation of the Fair
16 Employment and Housing Act, unemployment insurance, disability,
17 social security, workers' compensation, or claims based on facts
18 occurring outside the Class Period.

19 8. The Released PAGA Claims included:

20 All PAGA claims that Plaintiffs alleged in the Complaint against the
21 Released Parties, based on the facts stated in the November 2, 2023
22 PAGA notice letter by Plaintiff Valeria Ramirez to the LWDA and
23 only to the extent that they are alleged in the Complaint, including
24 all PAGA claims seeking civil penalties premised upon: (1) failure
25 to pay minimum wages, (2) failure to pay overtime wages, (3) failure
26 to provide meal periods, (4) failure to provide rest breaks, (5) failure
27 to reimburse business expenses, (6) failure to timely pay wages each
28 period, (7) failure to timely pay wages upon separation of

1 employment, (8) failure to provide accurate itemized wage
2 statements, and (9) all other claims for civil penalties recoverable
3 under the Private Attorneys General Act, Labor Code §§ 2698 et
4 seq. based on the facts or claims alleged in the LWDA notice letters
5 and Complaint. The time period governing the Released PAGA
6 Claims shall be any time during the PAGA Period.

7 9. There were no Objections and one Request for Exclusion from the Settlement,
8 which was submitted by Carrie Benavides. Excluding this individual, all other Class Members
9 are Participating Class Members who are entitled to an Individual Class Payment pursuant to the
10 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual
11 PAGA Payment as calculated by the Settlement Administrator.

12 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
13 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
14 Parties are directed to perform in accordance with the terms set forth in the Settlement
15 Agreement and this Order and Judgment.

16 11. The Parties are to bear their own costs, except as otherwise provided in the
17 Settlement Agreement and this Order and Judgment.

18 12. With respect to the Settlement Class and for purposes of approving this
19 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
20 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
21 fact common to the Class Members, and there is a well-defined community of interest among the
22 Class Members with respect to the subject matter of the Action; (c) the claims of Class
23 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
24 have fairly and adequately protected the interests of the Class Members; (e) a class action is
25 superior to other available methods for an efficient adjudication of this controversy; and (f) the
26 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as
27 counsel for the Plaintiffs in their individual and representative capacity and for the Class.
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1 13. By this Order and Judgment, the Class Representatives shall release, relinquish,
2 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
3 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
4 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
5 discharged all Released Class Claims.

6 14. By this Order and Judgment, Plaintiffs, the State of California and its LWDA
7 shall fully, finally, and forever release, relinquish and discharge Defendant and the Released
8 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
9 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
10 doctrines of res judicata and collateral estoppel, and bind Plaintiffs, the State of California and its
11 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
12 *v. Superior Court*, 46 Cal.4th 969 (2009).

13 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
14 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
15 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
16 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
17 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
18 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,
19 or liability whatsoever.

20 16. The Escalator Clause in the Settlement Agreement indicates if the total
21 Workweeks exceeds 20,680, then Defendant shall, in its sole discretion, have the option to either:
22 (a) increase the Gross Settlement Amount by \$11.52 (GSA divided by 18,880) for each
23 additional Workweek above 20,680, or (b) end the Class Period on the date that the Workweek
24 count totals 20,680. Here, the total number of Workweeks was 26,542, which exceeds the cap
25 by 5,862 Workweeks. Therefore, the Escalator Clause was triggered. Defendant elected to
26 increase the Gross Settlement Amount. Accordingly, the Gross Settlement Amount is increased
27 from \$217,500 to \$285,030.24 (an increase of \$67,530.24 which is arrived at by multiplying
28 5,862 x \$11.52).

1 17. The updated Gross Settlement Amount to be paid under the Settlement
2 Agreement is \$285,030.24. From this amount, Class Counsel sought an award of attorney's fees
3 of \$95,010.08, litigation expenses of \$21,635.79, a Service Award of \$7,500 each to Plaintiffs
4 and Class Representatives Valeria Ramirez and Erika Sigala, Settlement Administrator Costs of
5 \$7,000 to Phoenix Settlement Administrators, and \$20,000 to PAGA Penalties (with 75% or
6 \$15,000 to the LWDA and 25% or 5,000 to the Aggrieved Employees. Defendant does not
7 oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and
8 adequate, and awards the payments set forth below from the Settlement Amount:

- 9 A. \$95,010.08 to Class Counsel for attorneys' fees;
10 B. \$21,635.79 to Class Counsel for costs/expenses;
11 C. \$7,500 each to Class Representatives Plaintiffs Valeria Ramirez and Erika
12 Sigala as a Service Award;
13 D. \$7,000 to the Settlement Administrator, Phoenix Settlement
14 Administrators;
15 E. \$15,000 to the LWDA;
16 F. \$5,000 to the Aggrieved Employees;
17 G. After deducting the foregoing payments from the Settlement Amount, the
18 remainder shall form the Net Settlement Amount payable to the
19 Participating Class Members as set forth in the Settlement Agreement and
20 as calculated by the Settlement Administrator.

21 18. Defendant is directed to fund the updated Gross Settlement Amount, plus its share
22 of payroll taxes, in accordance with the Settlement Agreement and the timeline set forth below.
23 The Settlement Administrator is directed to calculate the Participating Class Member's
24 Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved
25 Employees' Individual PAGA Payment, and issue all payments within in accordance with the
26 Settlement Agreement and the timeline set forth below:
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August 14, 2025	Final Approval is Granted, this Order/Judgment is entered and the Effective Date occurs.
August 29, 2025	Defendant is ordered to fund the updated Gross Settlement Amount of \$285,030.24, plus Defendant's share of payroll taxes owed on Individual Class Payments.
September 8, 2025	The Administrator is directed to disburse the Settlement Amount in accordance with this Order and the Settlement Agreement.
March 7, 2026	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks - after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
April 6, 2026	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
Date: _____, 2026 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

19. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Ramirez v. Inland Southern California 211*, Case No. CVRI2305899, on behalf of the Participating Class Members (which includes "All current and former nonexempt (hourly paid) employees employed by Defendant Inland Southern California 211 in California at any time during the Class Period of November 2, 2019, through October 28, 2024.").

20. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with the deadline to cash the check. If any check that is issued to a current employee of Defendant is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the Defendant to have the check(s) delivered to the Participating Class Member at their place of employment. In the event that a Participating Class Members and/or Aggrieved Employees does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the California State Controller in the name of the Class Member and/or Aggrieved Employee.

21. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

Hon. Harold Hopp