

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Stephen M. Sloane, Esq. (SBN 141707)
Lavi & Ebrahimiian, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
ssloane@lelawfirm.com

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Contra Costa County
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By: K. Jinkerson, Deputy

Attorneys for Plaintiff YEKATERINA RAMIREZ,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

YEKATERINA RAMIREZ, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

THE SPEECH PATHOLOGY GROUP, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: C24-00106 (Lead Case)

*Consolidated for all purposes with
Case No. C24-00798*

CLASS ACTION

*[Assigned For All Purposes to the Hon.
Benjamin T. Reyes II, Dept., 16]*

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

*[Filed concurrently with Notice of Motion and
Motion for Final Approval; Declaration of
Stephen M. Sloane in Support Thereof;
Declaration of Yekaterina Ramirez in Support
Thereof; Declaration of Madely Nava in
Support Thereof]*

Hearing Information:

Date: September 16, 2026

Time: 9:00 a.m.

Dept.: 39

REVISED ~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff Yekaterina Ramirez (“Plaintiff”) Motion for Final Approval of Class Action Settlement with Defendant THE SPEECH PATHOLOGY GROUP, INC.; (“Defendant”) came before this Court on September 16, 2026, at 9:00 a.m. in Department 39 of the Contra Costa County Superior Court-Wakefield Taylor Courthouse, located at 725 Court Street, Martinez, CA 94553. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Stephen M. Sloane in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Plaintiff Yekaterina Ramirez, the Declaration of Madely Nava on behalf of Apex Class Action, LLC, and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

3. The “Class Period” is the period from January 16, 2020, through July 27, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff Yekaterina Ramirez as Class Representative, and Lavi & Ebrahimian, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have disputed the number of Workweeks or Pay Periods in the
16 Settlement.

17 10. No Class Members have requested exclusion from the Settlement.

18 11. The Escalator Clause of the Settlement has not been triggered.

19 12. Defendant will fully-fund the non-reversionary Gross Settlement Amount of One
20 Million Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,875,000.00) and also fund
21 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
22 Administrator no later than sixty (60) days after the Effective Date. (Settlement, §§ 1.24, 3.1, 4.2, 8.)

23 13. The Administrator will issue the following payments within fourteen (14) days after
24 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
25 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
26 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
27 Service Payment.
28

1 14. In addition to any recovery that the named Plaintiff may receive under the Settlement,
2 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
3 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
4 in the amount of Nine Thousand Dollars and Zero Cents (\$9,000.00).

5 15. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum of Six Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine
7 Dollars and Ninety-Nine Cents (\$624,999.99), and the reimbursement of litigation expenses in the
8 sum of Twenty-Seven Thousand Ninety Dollars and Seventy-Three Cents (\$27,090.73). Each are
9 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
10 percentage of a common fund obtained for the class. The court also has considered the lodestar
11 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
12 actual benefit obtained for the class.

13 16. The Court approves and orders payment from the Gross Settlement Amount in the
14 amount of Fifteen Thousand Nine Hundred Fifty Dollars and Zero Cents (\$15,950.00) to Apex Class
15 Action, LLC for performance of settlement administration services.

16 17. The Court approves and orders the allocation of Forty Thousand Dollars and Zero
17 Cents (\$40,000.00) of the Gross Settlement Amount as PAGA Penalties.

18 18. The Court approves and orders payment of Thirty Thousand Dollars and Zero Cents
19 (\$30,000.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment as 75% of
20 the PAGA Penalties.

21 19. The Court approves and orders payment of Ten Thousand Dollars and Zero Cents
22 (\$10,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual
23 PAGA Payments pursuant to the terms of the Settlement.

24 20. In list form, the amounts approved and ordered paid are as follows:

- 25 a. Gross Settlement Amount ("GSA"): \$1,875,000.00
- 26 b. LWDA Allocation: Total \$40,000.00, comprised of:
 - 27 i. LWDA Payment: \$30,000.00 (75% of LWDA Allocation)
 - 28 ii. Aggrieved Employees: \$10,000.00 (25% of LWDA Allocation)
- c. Expected Deductions: Total \$684,949.99, composed of:
 - i. \$9,000.00 - Class Representative Service Payment

- 1 ii. \$624,999.99 - Attorneys' Fees
2 iii. \$27,090.73 - Attorneys' Costs
3 iv. \$15,950.00 - Settlement Administration Costs
4 d. Net Settlement Amount: \$1,142,140.74 (GSA, minus LWDA Allocation, minus
5 Expected Deductions)

6 21. The Settlement Administrator shall withhold Five Percent (5%) of the Attorneys' Fees
7 pending satisfactory compliance as found by the Court at or before the compliance hearing.

8 22. Participating Class Members will have one hundred eighty (180) calendar days from
9 the date of issuance of the checks to cash or otherwise deposit their check. Those settlement checks
10 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
11 voided, and the Administrator shall transmit the funds represented by such checks to the Legal Aid
12 Foundation of Los Angeles ("Cy Pres Recipient"), thereby leaving no "unpaid residue" within the
13 requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall
14 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar
15 day check cashing period.

16 22. Release by Participating Class Members: All Participating Class Members release the
17 Released Parties from all claims that were alleged in the Operative Complaint, and claims that
18 reasonably could have been alleged based upon the facts and allegations stated in the Operative
19 Complaint including but not limited to: (1) failure to pay minimum wages, (2) failure to pay overtime
20 wages, (3) failure to timely pay earned wages during employment, (4) failure to provide meal periods,
21 (5) failure to provide rest breaks, (6) failure to provide accurate itemized wage statements, (7) failure
22 to timely pay all earned wage at time of separation, and (8) unfair business practices. The time period
23 governing the Released Class Claims shall be the Class Period. Except as set forth in Section 5.2 and
24 5.3 of this Agreement, Participating Class Members do not release claims to enforce the terms of this
25 Agreement. After the Judgment is final and the Company has fully funded the Gross Settlement and
26 separately paid all employer payroll taxes, Participating Class Members will be legally barred from
27 asserting any of the Released Class Claims. (Settlement, § 5.1.)

28 23. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release
the Released Parties from all PAGA claims alleged in the Operative Complaint, and claims that
reasonably could have been alleged based upon the facts and allegations stated in the Operative

1 Complaint and in the PAGA Notice, including all PAGA claims seeking civil penalties premised
2 upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide
3 meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during
4 employment, (6) secret payment of wages lower than designated by statute, (7) failure to provide
5 accurate itemized wage statements, (8) failure to timely pay all earned wage at time of separation, (9)
6 unfair and unlawful competition, and (10) all other claims for civil penalties recoverable under the
7 Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the
8 PAGA Notice and Operative Complaint. The time period governing the PAGA Released Claims shall
9 be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims
10 for wages but do release all statutory penalties under PAGA. After the Court's judgment is final, and
11 the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes,
12 all Aggrieved Employees will be barred from asserting any of the Released PAGA claims against the
13 Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved
14 Employees, including those who are Participating Class Members and those who opt-out of the Class
15 Settlement, cannot sue, continue to sue, or participate in any assertion of the Released PAGA Claims
16 against the Company or the Released Parties.

17 24. Release by Plaintiff: Plaintiff for herself and on behalf of her respective former and
18 present spouses, representatives, agents, heirs, administrators, successors, and assigns generally,
19 release, hold harmless and discharge Released Parties of and from any and all claims up to and during
20 the Class Period, known and unknown, asserted and not asserted, which Plaintiff has or may have
21 against the Released Parties as of the date of execution of this Settlement Agreement, except as set
22 forth herein ("Plaintiff's Release"). The claims being released by Plaintiff include but are not limited
23 to (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in
24 the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
25 based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice ("Plaintiff's
26 Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
27 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
28 or workers' compensation benefits that arose at any time, or based on occurrences after the Class

1 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
2 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
3 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
4 additional facts or Plaintiff's discovery of them.

5 25. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
6 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
7 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
8 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
9 time of executing the release, and that if known by him or her would have materially affected his or
10 her settlement with the debtor or Released Party.

11 26. "Released Parties" means: The Speech Pathology Group Inc., Speech Pathology
12 Group, Inc., The Speech Pathology Group, Inc. dba SPG Therapy & Education, The Speech
13 Pathology Group, Inc. dba Child Counseling & Behavior Therapy Clinic, Child Counseling &
14 Behavior Therapy Clinic, Child Counseling & Behavior Therapy Agency, Inc., SPG Therapy &
15 Education, PC, SPG Therapy & Education, PC dba SPG Therapy & Education, SPG Therapy &
16 Education, PC, dba Child Counseling & Behavior Therapy Clinic, and the aforementioned entities'
17 former and present parents, subsidiaries, affiliates, shareholders, owners, members, managing
18 members, employees, directors, agents, managing agents, attorneys, insurers, officers, predecessors,
19 successors and assigns, and each of them acting in concert with the foregoing, and any person that
20 could be sued under Labor Code Section 558.1, et seq. The Released Class Claims, Released PAGA
21 Claims, and Plaintiff's individual release shall include the Released Parties.

22 27. The "PAGA Period" means the period from January 16, 2023 through July 27, 2025.

23 28. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
24 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

25 29. This Court shall retain jurisdiction with respect to all matters related to the
26 administration and consummation of the settlement, and any and all claims, asserted in, arising out
27 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
28 settlement and the determination of all controversies relating thereto.

1 30. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
2 file a final report with the Court regarding distribution of settlement funds by June 8, 2027, indicating
3 the disbursements were made pursuant to the settlement. Any unclaimed funds that are uncashed and
4 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
5 to the Legal Aid Foundation of Los Angeles, thereby leaving no “unpaid residue” subject to the
6 requirements of California Code of Civil Procedure Section 384, subd. (b).

7 31. The Court’s Tentative Ruling issued on January 15, 2026 is attached as **Exhibit A**
8 hereto.

9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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11 Dated: 9/23/2026



Hon. Benjamin T. Reyes II
Judge of the Superior Court

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EXHIBIT A

12. 9:00AM CASE NUMBER: C24-00106
CASE NAME: YEKATERINA RAMIREZ VS. THE SPEECH PATHOLOGY GROUP, INC.
*HEARING ON MOTION IN RE: FINAL APPROVAL (SET BY THE COURTROOM)

FILED BY:

TENTATIVE RULING:

Summary

Plaintiff Yekaterina Ramirez, on behalf of herself and those similarly situated, ("Plaintiff") filed this Motion for Final Approval of the Class Action and PAGA Settlement Agreement with Defendant The Speech Pathology Group, Inc. ("Defendant."). The motion is **granted** as set forth herein.

Background

This wage and hour class action settlement resolves claims asserted by Plaintiff against Defendant on behalf of approximately 1,501 current and former non-exempt California employees who worked during the Class Period from January 16, 2020, through July 27, 2025. Defendant has agreed to pay a Gross Settlement Amount of \$1,875,000.00 to resolve all class claims, including allegations of unpaid minimum and overtime wages, meal and rest period violations, wage statement violations, untimely final pay, and unfair business practices, as well as claims under the Private Attorneys General Act of 2004 ("PAGA") for the period from January 16, 2023, through July 27, 2025.

The settlement provides for a non-reversionary, no-claims-made distribution structure whereby Participating Class Members will receive *pro rata* shares of the Net Settlement Amount without submitting claim forms. The Settlement Administrator, Apex Class Action, LLC, mailed notice to 1,587 Class Members on July 9, 2026, with a Response Deadline of August 24, 2026. To date, no Class Members have requested exclusion, submitted objections, or disputed workweek calculations, and sixteen notices were deemed undeliverable after skip tracing efforts. The estimated average Individual Class Payment is \$724.67 per Participating Class Member, though actual amounts will vary based on workweeks during the Class Period.

The Gross Settlement Amount will be allocated as follows:

- (1) \$624,999.99 in attorneys' fees (one-third of the Gross Settlement Amount) to Class Counsel Lavi & Ebrahimian, LLP;
- (2) \$35,000.00 in litigation costs (though only \$27,090.73 was incurred);
- (3) \$9,000.00 Class Representative Service Payment to Plaintiff Yekaterina Ramirez; (4) \$15,950.00 in Administration Expenses;
- (5) \$40,000.00 in PAGA Penalties (with \$30,000.00 to the LWDA and \$10,000.00 to Aggrieved Employees); and
- (6) the remaining Net Settlement Amount to be distributed *pro rata* to Participating Class Members based on workweeks.

Individual Class Payments will be tax-allocated with 10% reported as wages on Form W-2 (subject to withholding) and 90% reported on Form 1099 (non-wage portion). Uncashed checks remaining after 180 days will be transmitted to the Cy Pres Recipient, Legal Aid Foundation of Los Angeles, leaving no unpaid residue. The settlement includes an escalator provision whereby the Gross Settlement Amount

1 increases proportionally if total workweeks exceed 79,200 (10% above the estimated 72,000),or
2 Defendant may elect to end the Class Period early.

3 The settlement releases all wage and hour claims alleged in the Operative Complaint,including claims
4 under Labor Code sections 201-203,226,226.7,510,512,1194,and 1197,Business and Professions Code
5 section 17200,and PAGA claims for civil penalties,while preserving rights to enforce the settlement
6 agreement and claims for vested benefits,unemployment,disability,social security,or workers'
7 compensation. Released Parties include Defendant and its related entities,parents, subsidiaries,
8 affiliates,officers,directors,employees,and agents.

9 The settlement was reached after extensive arm's-length negotiations,including a full-day mediation with
10 Steven J. Serratore,Esq.,and informal discovery exchange involving review of Defendant's policies,time
11 records,payroll data,and employee handbooks. Defendant denies all allegations and liability but agreed to
12 settle to avoid the uncertainty,expense,and delay of continued litigation. Plaintiff faced significant risks
13 regarding class certification,Defendant's compelling defenses regarding good faith compliance and lack of
14 willfulness,and the substantial burden of proving damages at trial.

15 The settlement satisfies the requirements for final approval under Code of Civil Procedure section 382 and
16 Rule 3.769 of the California Rules of Court. It is fair,adequate,and reasonable,providing substantial
17 monetary recovery to the Class while avoiding the risks of non-recovery inherent in wage and hour
18 litigation.The requested attorneys' fees of one-third of the common fund are appropriate under the
19 common fund doctrine,consistent with California Supreme Court precedent in *City &*
20 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105 and *Quinn v. State* (1975) 15 Cal.3d 162,and
21 align with Ninth Circuit and California appellate authority approving percentage-based fee awards in
22 class actions.

23 Analysis

24 The primary determination to be made is whether the proposed settlement is "fair, reasonable,and
25 adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,1801,including "the strength of
26 plaintiffs' case,the risk,expense,complexity and likely duration of further litigation,the risk of maintaining
27 class action status through trial,the amount offered in settlement,the extent of discovery completed and
28 the state of the proceedings,the experience and views of counsel,the presence of a
governmental participant,and the reaction ... to the proposed settlement:' (See also *Amaro v.*
Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521)

Because this matter also proposes to settle PAGA claims,the Court also must consider the criteria that
apply under that statute. Recently,the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021)
72 Cal.App.5th 56,provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable,
and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at
64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of
civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)]

California law provides some general guidance concerning judicial approval of any settlement. First, public
policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th
273.) Nonetheless,the court should not approve an agreement contrary to law or public policy.
(*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405,412;*Timney v. Lin* (2003) 106 Cal.App.4th
1121,1127.) Moreover,"[t]he court cannot surrender its duty to see that the judgment to be entered is a
just one,nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn.*
Inter-Ins. Bureau v. Superior Court (1990) 50 Cal.3d 658,664.) As a result,courts have specifically

1 noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the
2 additional safeguard of judicial review, though more cumbersome to the settlement process, serves a
salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141
Cai.App.4th 48,63.)

3 The settlement contains release language covering all claims and causes of action, alleged or which could
4 have reasonably been alleged based on the allegations in the operative pleading, including a number of
specified claims. Under recent appellate authority, the limitation to those claims with the "same factual
5 predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69
Cai.App.5th 521,537 ("A court cannot release claims that are outside the scope of the allegations of the
6 complaint.") "Put another way, a release of claims that goes beyond the scope of the allegations in the
operative complaint' is impermissible:" (Id., quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020)
7 469 F.Supp.3d 942,949.)]

8 Attorney fees

9 Class Counsel seeks one-third of the total settlement amount as fees \$624,999.99 relying on the
"common fund" theory. Even a proper common fund-based fee award, however, should be reviewed
10 through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480,503, the
Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the
11 percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar
cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should
12 be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily
required to make such an adjustment:" (Id., at 505.)

13 litigation costs of up to \$35,000.00 (though only \$27,090.73 was incurred) are reasonable and are
14 approved. Settlement administration costs of \$15,950.00 in are reasonable and are approved.

15 The requested representative payment of \$9,000 for plaintiff is reviewed now, under the criteria for
evaluation of representative payment requests discussed in *Clark v. American Residential Services LLC*
16 (2009) 175 Cai.App.4th 785,804-807.

17 **Conclusion**

- 18 1. Final Approval: The Settlement Agreement is hereby approved as fair, adequate, and reasonable.
The Court **grants** final approval to the class action settlement pursuant to Code of Civil Procedure
19 section 382 and California Rules of Court, rule 3.769.
- 20 2. Class Certification: The Settlement Class defined herein is certified for settlement purposes
only.
- 21 3. Designations: Plaintiff Yekaterina Ramirez is designated as Class Representative and Lavi &
Ebrahimian, LLP as Class Counsel for settlement purposes.
- 22 4. Funding: Defendant shall fully fund the Gross Settlement Amount of \$1,875,000.00 and
Defendant's share of payroll taxes by transmitting funds to the Settlement Administrator
23 within sixty (60) days after the Effective Date.
- 24 5. Distribution: Within fourteen (14) days after funding, the Settlement Administrator shall
distribute: (a) Individual Class Payments to Participating Class Members; (b) Individual PAGA
25 Payments to Aggrieved Employees; (c) the LWDA PAGA Payment of \$30,000.00 to the California
Labor and Workforce Development Agency; (d) the Class Counsel Fees Payment of
26 \$624,999.99, except that 5% shall be withheld pending a compliance hearing; (e) the Class
Counsel litigation Expenses Payment of \$35,000.00; (f) the Class Representative Service

- Payment of \$9,000.00;and {g) the Administration Expenses Payment of \$15,950.00. Disbursement to Class Counsel and the Class Representative shall not precede disbursement to Class Members.
6. Attorneys' Fees and Costs: Class Counsel is awarded attorneys' fees in the amount of \$624,999.99 and litigation costs in the amount of \$35,000.00, to be paid from the Gross Settlement Amount, except that 5% of the fees shall be withheld pending the compliance hearing.
 7. Service Payment: Plaintiff Yekaterina Ramirez is awarded a Class Representative Service Payment of \$9,000.00, in addition to any Individual Class Payment and Individual PAGA Payment she receives as a Participating Class Member.
 8. Administration Expenses: Apex Class Action, LLC is awarded \$15,950.00 for settlement administration services.
 9. PAGA Allocation: The Court approves the PAGA Penalty allocation of \$40,000.00, with \$30,000.00 {75%} to the LWDA and \$10,000.00 {25%} to Aggrieved Employees as Individual PAGA Payments.
 10. Tax Treatment: Individual Class Payments shall be allocated 10% to wages {W-2} and 90% to non-wage amounts {Form 1099}.
 11. *Cy Pres*: Uncashed checks remaining after 180 days shall be voided and remitted to Legal Aid Foundation of Los Angeles as *Cy Pres* Recipient pursuant to Code of Civil Procedure section 384, subdivision {b}.
 12. Release: The releases set forth in the Settlement Agreement are approved and shall be binding upon Participating Class Members and Aggrieved Employees upon the Effective Date.
 13. Escalator: The escalator clause has not been triggered. If triggered, the Gross Settlement Amount shall increase proportionally or the Class Period shall end as provided in the Settlement Agreement.
 14. No Admission: The settlement and this Order constitute neither an admission by Defendant of any fault, wrongdoing, or liability, nor a finding by the Court of the validity of any allegations.
 15. PAGA Submission: Class Counsel shall submit this Order to the Labor and Workforce Development Agency within the time required by Labor Code section 2699.
 16. Retention of Jurisdiction: This Court retains jurisdiction over the Parties and the subject matter of this action for purposes of enforcing the settlement and resolving any disputes arising thereunder.
 17. Judgment: Final Judgment is entered in favor of Defendant and against Plaintiff and the Class with respect to all claims released by the Settlement Agreement.
 18. Further Handling. Class Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order, attaching a copy of this ruling.
 19. Class counsel is ordered to schedule a compliance hearing with the clerk of the court no later than one year from the date of entry of this order, and is ordered to submit a compliance statement in the form of a declaration of distributions by the Administrator at least ten {10} court days before the compliance hearing date.
 20. The Administrator is ordered to withhold 5% of the attorney's fees pending satisfactory compliance as found by the Court at or before the compliance hearing.