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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRITTNI AGHEDO and ISEASHA PETERS,
individually and on behalf of others similarly
situated, and JIMMY QUEVEDO, individually,
on behalf of others similarly situated and
aggrieved employees pursuant to the California
Private Attorneys General Act

Plaintiff,

vs.

VILLA ESPERANZA SERVICES, a California
501(c)(3) non-profit organization; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23STCV27362

Honorable Carolyn B. Kuhl
Department SS12

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 4, 2025
Time: 10:30 a.m.
Dept: 12

Complaint Filed: November 6, 2023
FAC Filed: March 13, 2025
Trial Date: Not Set

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7 Jimmy Quevedo and the Class
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1 Plaintiffs Brittnei Aghedo, Ieasha Peters, and Jimmy Quevedo’s (collectively, “Plaintiffs”)
2 Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,
3 Enhancement Payments, and Settlement Administration Costs came before this Court on November
4 4, 2025 at 10:30 a.m. before the Honorable Carolyn B. Kuhl in Department SS12 of the above-
5 captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California
6 90012.

7 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
8 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
9 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
10 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
11 (Karen I. Gold and Paul K. Haines), the Class Representatives (Brittnei Aghedo, Ieasha Peters, and
12 Jimmy Quevedo), and the Settlement Administrator (Stacey Shim on behalf of Apex Class Action
13 LLC), and the evidence and argument received by the Court in conjunction with the Motion for
14 Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court grants
15 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
16 DETERMINATION:

17 1. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiffs and Defendant Villa Esperanza Services (“Defendant”) (collectively, with Plaintiffs,
19 the “Parties”), including all members of the Class.

20 2. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
22 Defendant within the State of California at any time during the Class Period.” The “Class Period” is
23 defined as the period from November 6, 2019 through December 3, 2024.

24 3. The Court appoints Plaintiffs Brittnei Aghedo, Ieasha Peters, and Jimmy Quevedo as the
25 Class Representatives for settlement purposes only.

26 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, Noam Y.
27 Reiffman, and Marissa A. Mayhood of Blackstone Law, APC and Paul K. Haines and Sean M. Blakely
28 of Haines Law Group, APC as Class Counsel for settlement purposes only.

1 5. The Notice of Class Action & Representative Action Settlement (“Class Notice”)
2 provided to the Class conforms with the requirements of California Code of Civil Procedure section
3 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
4 and United States Constitutions, and any other applicable law, and constitutes the best notice
5 practicable under the circumstances, by providing individual notice to all Class Members who could
6 be identified through reasonable effort, and by providing due and adequate notice of the proceedings
7 and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the
8 requirements of due process.

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

14 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
15 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
16 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
18 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
19 by or against Defendant or any of the other Released Parties.

20 8. The Court finds that no Class Members have validly and timely opted out of the Class
21 Settlement and no Settlement Class Members have objected to the Class Settlement.

22 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
23 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
24 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$7,500.00 each
25 (total, \$22,500.00).

26 10. The Court approves the payment from the Gross Settlement Amount of attorneys’ fees
27 to Class Counsel in the sum of \$449,955.00, which shall be divided amongst Class Counsel pursuant
28 to the Joint Prosecution and Attorney Fee Split Agreement as follows:

- \$359,964 (80%) to Blackstone Law, APC.
- \$89,991 (20%) to Haines Law Group, APC.

11. The Court approves reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$19,783.86, which shall be divided amongst Class Counsel pursuant to the Joint Prosecution and Attorney Fee Split Agreement as follows:

- \$17,808.38 to Blackstone Law, APC.
- \$1,975.48 to Haines Law Group, APC.

12. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

13. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$12,175.00 to Apex Class Action LLC for performance of settlement administration services.

14. The Court approves and orders payment in the amount of \$101,250.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

15. It is hereby ordered that no later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

17. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be

distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee.

18. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members (collectively, "Released Class Claims").

19. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter Plaintiff Jimmy Quevedo served via certified mail on the California Labor and Workforce Development Agency and Defendant on February 21, 2024, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related

1 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
2 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
3 including *inter alia*, Wage Order 5-2001 (collectively, “Released PAGA Claims”).

4 20. Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on
5 their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
6 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
7 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or
8 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
9 Plaintiffs, at any time of execution of the Settlement Agreement, had or claimed to have or may have,
10 including but not limited to any and all claims arising out of, relating to, or resulting from their
11 employment and/or separation of employment with the Released Parties, including any claims arising
12 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
13 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
14 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
15 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
16 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
17 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
18 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
19 interference with legal rights; any and all other employment or discrimination laws; whistleblower
20 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
21 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
22 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
23 include a release of any claims that cannot be released hereunder by law. Plaintiffs understand and
24 expressly agree that the Settlement Agreement extends to claims that they have against Defendant, of
25 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
26 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
27 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
28 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of

1 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
2 the California Civil Code reads as follows:

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

7 21. "Released Parties" means Defendant and its current and former officers, directors,
8 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

9 22. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
11 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
12 Settlement and the determination of all controversies relating thereto.

13 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
14 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
15 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

16 24. A Non-Appearance Case Review re: Final Report is set for
17 _____ at _____ in Department SS12 of this Court located at
18 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement
19 Administrator shall file a Final Report by _____.

20 **IT IS SO ORDERED.**

21 Dated: _____

Honorable Carolyn B. Kuhl