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

ANNIE ALBRITTON, 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.

ALLIED PROFESSIONAL NURSING
CARE, INC., a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: CIVSB2124648

Honorable Christian Towns
Department S26

CLASS ACTION

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

Date: January 6, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 26, 2021
FAC Filed: May 29, 2024
Trial Date: None Set

1 This matter has come before the Honorable Christian Towns in Department S-26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiff 's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees,
4 Litigation Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice,
5 PC appeared on behalf of Plaintiff Annie Albritton ("Plaintiff"), and Scott & Whitehead appeared
6 on behalf of Defendant Allied Professional Nursing Care, Inc. ("Defendant").

7 On July 30, 2024, the Court entered the Minute Order Granting Preliminary Approval of
8 Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily
9 approving the settlement of the above-entitled action ("Action") in accordance with the Joint
10 Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement
11 Agreement"), which, together with the exhibits annexed thereto set forth the terms and conditions
12 for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who worked
27 for Defendant within the State of California at any time during the period
28 from August 26, 2017 through July 30, 2024 ("Class" or "Class Members").

1 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Settlement and of their opportunity to participate in the Settlement, object to or
4 comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the best
5 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
6 Members; and complied fully with the laws of the State of California, the United States
7 Constitution, due process and other applicable law. The Class Notice fairly and adequately
8 described the Settlement and provided the Class Members with adequate instructions and a variety
9 of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
21 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
22 the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
26 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
27 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
28 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment

1 (“Final Approval Order”), and the State of California and all current and former hourly-paid or
2 non-exempt employees who worked for Defendant within the State of California at any time during
3 the period from March 22, 2023 through July 30, 2024 (“PAGA Members”) are bound by the
4 PAGA Settlement and this Final Approval Order.

5 7. The Court finds that allocation of \$200,000.00 toward penalties under the
6 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
7 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
8 Penalties as follows: the amount of \$150,000.00 to the California Labor and Workforce
9 Development Agency (“LWDA Payment”), and the amount of \$50,000.00 to be distributed to the
10 PAGA Members (“Employee PAGA Amount”), in accordance with the terms and methodology
11 set forth in the Agreement.

12 8. The Court finds that payment of Administration Costs in the amount of \$10,303.00
13 is appropriate for the services performed and costs incurred and to be incurred for the notice and
14 settlement administration process. It is hereby ordered that the Settlement Administrator,
15 Simpluris, Inc., shall issue payment to itself in the amount of \$10,303.00, in accordance with the
16 terms and methodology set forth in the Agreement.

17 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
18 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
19 Administrator issue payments in the amount of \$10,000.00 to Plaintiff Annie Albritton for her
20 Enhancement Payment, according to the terms and methodology set forth in the Agreement.

21 10. The Court finds that the requested Attorneys’ Fees in the amount of \$472,500.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$472,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

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1 11. The Court finds that the requested Litigation Costs of \$10,604.52 to Class Counsel
2 is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue
3 payment in the amount of \$10,604.52 to Class Counsel for reimbursement of litigation costs and
4 expenses, in accordance with the terms and methodology set forth in the Agreement.

5 12. The Court hereby orders that upon the Effective Date and full funding of the
6 Maximum Settlement Amount (including all employer payroll taxes owed on the wage portion of
7 the Individual Settlement Payments), Plaintiff and all Settlement Class Members shall be
8 conclusively determined to have given a release of any and all Released Class Claims against the
9 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

10 13. The Court hereby orders that upon the Effective Date and full funding of the
11 Maximum Settlement Amount, Plaintiff, the State of California, and all PAGA Members shall be
12 conclusively determined to have given a release of any and all Released PAGA Claims against the
13 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

14 14. It is hereby ordered that within 30 calendar days of the Effective Date, Defendant
15 shall remit to the Settlement Administrator: (i) the Maximum Settlement Amount; and (ii) the
16 employer's taxes for any portion of the Individual Settlement Payments designated as wages.
17 Within 10 calendar days of the funding of the Maximum Settlement Amount, the Settlement
18 Administrator will issue payments due under the Settlement and approved by the Court, as follows:
19 (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments
20 to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff;
21 (e) Attorneys' Fees and Litigation Costs to Class Counsel; and (f) Administration Costs to the
22 Settlement Administrator.

23 15. Any checks issued to Class Members or PAGA Members shall remain valid and
24 negotiable for 180 calendar days from the date of their issuance. For any Class Member whose
25 Individual Settlement Payment check or Individual PAGA Payment check is uncashed within 180
26 days, the Settlement Administrator shall transmit the funds represented by such checks to the Legal
27 Aid at Work, a non-profit organization or foundation consistent with Code of Civil Procedure
28 Section 384, subd. (b). All Settlement Class Members and PAGA Members shall be bound by the

1 terms and conditions of this Settlement Agreement regardless of whether or not they cash or
2 otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment
3 check.

4 16. After entry of this Final Approval Order, pursuant to California Rules of Court,
5 Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
6 Settlement Agreement and this Final Approval Order, to hear and resolve any contested challenge
7 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
8 connection with the distribution of settlement benefits.

9 17. Notice of entry of this Final Approval Order shall be given to the Settlement Class
10 Members and PAGA Members by posting a copy of the Final Approval Order on the Settlement
11 Administrator's website for a period of at least 60 calendar days after the date of entry of this Final
12 Approval Order. Individualized notice is not required.

13 18. A Final Compliance Hearing is set for _____ at _____
14 a.m./p.m. in Department S26. Class Counsel shall submit a final accounting report regarding the
15 status of the settlement administration at least 5 court days prior to the Final Compliance Hearing.
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17 Dated: _____

18 _____
19 Honorable Christian Towns
20 Judge of the Superior Court
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