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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

SHARON BAKER, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

OPARC, a California Nonprofit Corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV11229

Honorable Elihu M. Berle
Department 6

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

Date: April 16, 2026
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: May 3, 2024
FAC Filed: May 28, 2025
Trial Date: Not Set

1 Plaintiff Sharon Baker’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **April 16, 2026 at 9:00 a.m.** before the Honorable Elihu M. Berle in
4 Department 6 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring
5 Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel, the Class
10 Representative, and the Settlement Administrator, and the evidence and argument received by the
11 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
12 and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
13 AND MAKES THE FOLLOWING DETERMINATION:

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant OPARC (“Defendant”) (together, with Plaintiff, the “Parties”), including
16 all members of the Class.

17 2. The Court finds that the following Class is properly certified as a class for settlement
18 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
19 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
20 defined as the period from August 26, 2021 through March 14, 2025.

21 3. The Court appoints Plaintiff Sharon Baker as the Class Representative for settlement
22 purposes only.

23 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
24 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

25 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
26 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
27 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
28 any other applicable law, and constitutes the best notice practicable under the circumstances, by

1 providing individual notice to all Class Members who could be identified through reasonable effort,
2 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
3 other Class Members. The Class Notice fully satisfied the requirements of due process.

4 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
5 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
6 requirements for final approval of this class action settlement under California law, including the
7 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
8 3.769.

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

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

17 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
18 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
19 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

20 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
21 to Class Counsel in the sum of \$283,333.33 and reimbursement of actual litigation costs and expenses
22 to Class Counsel in the sum of \$19,340.37. The attorneys' fees and reimbursement of litigation costs
23 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
24 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
25 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
26 obtained for the Class.

27 11. The Court approves and orders payment from the Gross Settlement Amount in the
28 amount of \$8,950.00 to ILYM Group, Inc. for performance of settlement administration services.

1 12. The Court approves and orders payment in the amount of \$30,000.00 to the California
2 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
3 PAGA penalties.

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

7 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
8 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
9 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
10 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
11 Settlement Administration Costs to itself.

12 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
13 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
14 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
15 distributed by the Settlement Administrator to Center for Workers’ Rights (the *cy pres*) in accordance
16 with California Civil Procedure Code § 384.

17 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
18 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties of all claims which were alleged or
20 which could have been reasonably alleged based on the factual allegations in the Operative Complaint,
21 arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure
22 to pay minimum and overtime wages, calculate and pay wages correctly based on the regular rate of
23 pay, provide compliant meal and rest periods and associated legally compliant premium payments,
24 timely pay all wages and compensation owed during employment and upon termination, provide
25 complaint wage statements, and reimburse necessary business-related expenses, including but not
26 limited to expenses related to personal cell phone(s), office supplies, and mileage, in violation of
27 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7(c), 226.7, 227.3, 246, 510,
28 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, the applicable Industrial Welfare

Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class Claims”). The Released Class Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, 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 all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Notice, the Amended PAGA Notice, and the Operative Complaint, arising during the PAGA Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, calculate and pay wages correctly based on the regular rate of pay, provide compliant meal and rest periods and associated legally compliant premium payments, timely pay all wages and compensation owed during employment and upon termination, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses, including but not limited to personal cell phone expenses and mileage, in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s) (collectively, “Released PAGA Claims”).

18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged, based on facts contained in the PAGA Notice, Amended PAGA Notice, and Operative Complaint. This release does not extend to any claims or actions to enforce the Settlement Agreement,

1 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
2 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the
3 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
4 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
5 that this release shall be and remain effective in all respects, notwithstanding such different or
6 additional facts or Plaintiff's discovery of them. Any and all rights granted under any state or federal
7 law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section
8 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the
9 California Civil Code reads as follows:

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

14 19. "Released Parties" means Defendant and its former and present managers, board
15 members, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
16 successors, assigns, subsidiaries, agents, and affiliates, including, but not limited to, Susan Pittman,
17 Scott J. Treymane, Sonia J. Borja, and Andrea Credille.

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

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

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22. A Non-Appearance Case Review re: Final Report is set for _____ at _____ in Department 6 of this Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report by _____.

IT IS SO ORDERED.

Dated: _____

Honorable Elihu M. Berle