

FILED
Clerk of the Superior Court

JAN 24 2025

By: N. Calantoc, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

ROYA NOORI and PAOLA OLIVO on behalf of
themselves, all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

VISTA COMMUNITY CLINIC; and DOES 1-
100,

Defendants.

Case No.: 37-2023-00000144-CU-OE-CTL
(Consolidated with Case No.
37-2023-00005665-CU-OE-CTL)

*[Assigned for All Purposes to the
Honorable James A. Mangione; Dept. C-75]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND
JUDGMENT**

Date: January 24, 2025

Time: 9:00 a.m.

Complaint Filed: January 3, 2023

Trial Date: None Set

1 **I. RECITALS**

2 Plaintiffs Roya Noori and Paola Olivo have applied to this Court for an order finally approving
3 the settlement of this action in accordance with the Class Action and PAGA Settlement Agreement
4 (“Agreement” or “Settlement Agreement”), which together with the exhibit annexed thereto, sets forth
5 the terms and conditions for a proposed settlement and entry of judgment upon the terms and
6 conditions set forth therein. The Court has read and considered the Memorandum of Points and
7 Authorities in Support of Plaintiffs’ Motion for Final Approval of Class and PAGA Settlement
8 (“Motion for Final Approval”), and the declarations submitted therewith. For purposes of this Order,
9 the Court adopts all defined terms as set forth in the Agreement.

10 **II. FINDINGS**

11 After review and consideration of the Agreement and the Motion for Final Approval and the
12 papers in support thereof, the Court hereby finds and orders as follows:

13 1. The Court has jurisdiction over the claims of the Class Members asserted in this
14 proceeding and over all parties to the proceeding.

15 2. The “Class” or “Class Members” are defined to include all current and former non-
16 exempt, hourly employees who were employed by Defendant in California at any time from January
17 3, 2019, through January 18, 2024.

18 3. The “Aggrieved Employees” are defined to include all current and former non-exempt,
19 hourly employees who were employed by Defendant in California at any time from February 8, 2022,
20 through January 18, 2024.

21 4. The Notice of Class Action Settlement and Hearing Date for Final Court Approval
22 (“Class Notice”) was mailed by first-class U.S. mail to all Class Members. The Class Notice informed
23 Class Members of the material terms of the settlement, of their right to receive a *pro rata* portion of
24 the Net Settlement Amount, of their right to request to be excluded from the settlement, of their right
25 to comment upon or object to the settlement and to appear in person or through counsel at the Final
26 Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods of time were
27 provided by each of these procedures.

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5. In response to the Class Notice, no member of the Class submitted a written objection to the settlement or stated an intention to appear at the Final Approval Hearing. In addition, no members of the Class requested to be excluded from the settlement.

III. ORDER

The Court having considered the papers submitted in support of the Motion for Final Approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds that the applicable requirements of Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Court's Order Granting Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date ("Preliminary Approval Motion") entered on September 13, 2024.

2. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the settlement based on the Class Members' response. The Court finds and determines that the Class Notice was the best notice practicable under the circumstances and satisfied the requirements of law and due process.

3. The Court finds and determines that the terms of the settlement are fair, reasonable, and adequate to the Class and to each Class Member.

4. Pursuant to California law, the Court hereby grants final approval of the settlement. The Court finds that the settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has considered the absence of objections to and requests for exclusion from the settlement, reviewed the monetary recovery provided as part of the settlement, and recognizes the significant value accorded to the Class. Accordingly, the Court hereby approves the terms set forth in

1 the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
2 reasonable, and directs the Parties to effectuate the settlement according to its terms.

3 5. A full opportunity has been afforded to the Class Members to participate in the Final
4 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The
5 Class Members also had a full and fair opportunity to exclude themselves from the settlement.
6 Accordingly, the Court determines that all Class Members who did not submit a timely and valid
7 request for exclusion from the settlement to the Settlement Administrator (“Participating Class
8 Members”) are bound by this Order Granting Plaintiffs’ Motion for Final Approval of Class and
9 PAGA Action Settlement and Judgment (“Final Approval Order and Judgment”).

10 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
11 Members will be bound by the following release: all Participating Class Members, on behalf of
12 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably
14 could have been alleged, based on the facts contained in the Operative Complaint and that occurred
15 during the Class Period. Except as set forth in Section E.3. of the Settlement Agreement, Participating
16 Class Members do not release any other claims, including claims for vested benefits, wrongful
17 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
18 social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

19 7. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will be
20 bound by the following release: all Participating and Non-Participating Class Members, who are
21 Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
23 from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based
24 on the facts stated in the Operative Complaint and PAGA Notice that occurred during the PAGA
25 Period.

26 8. The Court hereby confirms Mara Law Firm, PC, and Justice Law Corporation as Class
27 Counsel in this action.

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1 9. The Court hereby confirms Plaintiffs Roya Noori and Paola Olivo as the Class
2 Representatives in this action.

3 10. The Court finds and determines that the Individual Class Payments provided for by the
4 terms of the Settlement Agreement to be paid to the Participating Class Members are fair and
5 reasonable. The Court hereby grants final approval to and orders the payment of those amounts be
6 made to the Participating Class Members in accordance with the terms of the Settlement Agreement.

7 11. The Court finds and determines the Class Representative Enhancement Payments in
8 the sum of \$10,000 to Plaintiff Roya Noori and \$10,000 to Plaintiff Paola Olivo (totaling \$20,000) are
9 fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the
10 Plaintiffs/Class Representatives Roya Noori and Paola Olivo in the amount of \$10,000, each, for the
11 Class Representative Enhancement Payments in accordance with the terms of the Agreement.

12 12. The Court finds and determines that the payment to the Settlement Administrator, ILYM
13 Group, Inc., in the sum of \$19,564.80 for its fee and expenses incurred and to be incurred for the notice
14 and settlement administration process is fair and reasonable. The Court hereby orders the Settlement
15 Administrator to make payment to itself in the amount of \$19,564.80 for Administration Costs in
16 accordance with the terms of the Settlement Agreement.

17 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
18 submitted by Class Counsel, the Court hereby approves of an Attorney Fee Award in the sum of
19 \$1,050,000 and a Cost Award of \$26,329.53 to Class Counsel. The Court finds such amounts to be
20 fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to Mara
21 Law Firm, PC, in the amount of \$525,000 for attorneys' fees and \$15,909.02 for litigation expenses
22 in accordance with the terms of the Settlement Agreement. The Court hereby orders the Settlement
23 Administrator to make payment to Justice Law Corporation in the amount of \$525,000 for attorneys'
24 fees and \$10,420.51 for litigation expenses in accordance with the terms of the Settlement Agreement.

25 14. The Court finds and determines that the payment to the Labor and Workforce
26 Development Agency ("LWDA"), in the sum of \$112,500 (which is 75% of the \$150,000 allocated to
27 claims under the Private Attorneys General Act of 2004 ("PAGA")), is fair and reasonable. The Court
28 hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of

1 \$112,500 for the PAGA payment in accordance with the terms of the Settlement Agreement. The
2 Court orders that the remaining amount of \$37,500 be distributed to Aggrieved Employees in
3 accordance with the terms of the Settlement Agreement.

4 15. Neither Defendant nor the Released Parties shall have any further liability for costs,
5 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for
6 by the Settlement Agreement.

7 16. The Court finds and determines that the release contained in the Settlement Agreement
8 is appropriate and shall bind all Participating Class Members.

9 17. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce
10 the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final Approval Order
11 and Judgment, including the requirement that Defendant make payments to Participating Class
12 Members in accordance with the Settlement Agreement.

13 18. The Court finds and determines that nothing in the Settlement Agreement or this Final
14 Approval Order and Judgment: (1) is intended or will be construed as an admission of liability or
15 wrongdoing by Defendant; or (2) may be offered in evidence against Defendant (other than solely in
16 connection with this settlement).

17 19. The Court hereby enters final judgment in this action in accordance with the terms of
18 the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

19 20. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
20 for by the Settlement Agreement and this Final Approval Order and Judgment.

21 21. Without affecting the finality of this Final Approval Order and Judgment in any way,
22 the Court retains jurisdiction of all matters relating to the interpretation, administration,
23 implementation, effectuation, and enforcement of this order and the Settlement.

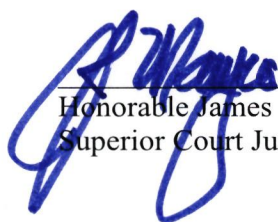
24 **IV. JUDGMENT**

25 This Final Approval Order and Judgment shall constitute a judgment for purposes of California
26 Rule of Court 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order
27 and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil
28 Procedure sections 577, 904.1(a), and California Rules of Court 3.769 and 8.104 whereby the Plaintiffs

1 / Class Representatives and all Participating Class Members shall take nothing from Defendant except
2 as expressly set forth in the Settlement Agreement. The Court, pursuant to California Rule of Court
3 3.769(h), shall retain jurisdiction over the Parties to enforce the terms of the judgment.

4 **IT IS SO ORDERED.**

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6 Dated: 1.24.25


Honorable James A. Mangione
Superior Court Judge