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Attorneys for Plaintiff OSCAR ALMANZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALMANZA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

HOPE OF THE VALLEY RESCUE MISSION,
a California Nonprofit Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. 22STCV17591

~~PROPOSED~~ JUDGMENT

Date: September 16, 2024
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

FILED

Superior Court of California
County of Los Angeles

09/16/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on February 2, 2024, (the "Agreement") and Motion
3 for Class Counsel Attorneys' Fees and Litigation Expenses Payment and Class Representative
4 Award duly came on for hearing on September 16, 2024, before the above-entitled Court. The
5 parties having settled this action and the Court having entered an Order Granting Motion for Final
6 Approval of Class Action and PAGA Settlement and good cause appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as all non-exempt employees who are or previously were employed by
10 Defendant Hope of The Valley Rescue Mission and performed work in California during the period
11 of May 27, 2018, to August 23, 2023 ("Class Period").

12 2. The "Settlement Class" is defined as persons who meet the foregoing definition,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
14 are 1,189 participating Class Members who worked for Defendant during the Class Period. There
15 were 1,192 Class Members who worked for Defendant during the Class Period. There are 3 opt-outs
16 and zero objections to the Settlement.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
19 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement, and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
25 benefits.

26 5. Upon entry of final judgment and funding of the Gross Settlement Amount, each
27 member of the Settlement Class releases the "Released Class Claims" against the Defendant and all
28 of the "Released Parties," as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The Released Class Claims are defined as all class claims alleged in the
3 operative complaint, or which could have reasonably been alleged in the operative complaint based
4 on the facts alleged, which occurred during the Class Period, including claims under California
5 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
6 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and
7 2804, (collectively the “Released Claims”) and expressly excluding all other claims, including
8 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
9 security, workers’ compensation, and class claims outside of the Class Period.

10 (b) The “Released Parties” means Defendant and all of its respective current and
11 former partners, parents, subsidiaries, predecessors and successors, joint employers, and their
12 affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-
13 employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal
14 representatives, any attorneys, insurers, and claims representatives.

15 7. Upon entry of final judgment and funding of the Gross Settlement Amount, the
16 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
17 each “Aggrieved Employee” release the Released Parties from the “Released PAGA Claims” for
18 the “PAGA Period,” as set forth in the Agreement.

19 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

20 (a) The Aggrieved Employees are defined as all non-exempt employees who are
21 or previously were employed by Defendant and performed work in California during the period
22 between March 22, 2021, and August 23, 2023, (“PAGA Period”).

23 (b) The Released PAGA Claims are defined as all PAGA claims alleged, or
24 reasonably could have been alleged, based on the facts alleged in the operative complaint and Plaintiff’s
25 PAGA notice to the LWDA which occurred during the PAGA Period, including claims for PAGA
26 penalties arising from California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221,
27 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198,
28 1198.5, 1199, 2802, and 2804, and expressly excluding all other claims, including claims for vested

benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

9. This Court hereby grants final approval and awards the following: (i) One Hundred and Eighty-Six Thousand Six Hundred and Sixty Six Dollars and Sixty Seven Cents (\$186,666.67) to Class Counsel, comprised of Class Counsel Attorneys' Fees of one-third of the Gross Settlement Amount, One Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty Seven Cents (\$166,666.67) and Litigation Expenses in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); (ii) the Class Representative Service Payment to Class Representative, Oscar Almanza, of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); (iii) Settlement Administration Expenses of Fourteen Thousand Dollars and Zero Cents (\$14,000) to Apex Class Action, LLC; (iv) Twenty Six Thousand Two Hundred and Fifty and Zero Cents (\$26,250.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA PAGA Payment"); and (v) Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$8,750.00) (25% of the PAGA Payment) to the Aggrieved Employees.

10. Plaintiff shall give written notice of this Judgment to all interested parties, including the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 09/16/2024



Laura A. Seigle

Judge, Superior Court for the State of California,
County of Los Angeles
Laura A. Seigle / Judge