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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

ISAIAH D. HUGHES, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ASIAN AND PACIFIC ISLANDER
WELLNESS CENTER, INC. (dba SAN
FRANCISCO COMMUNITY HEALTH
CENTER), a California corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. CGC-22-599270

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: March 20, 2024
Time: 9:30 a.m.
Dept.: 302

FILED
Superior Court of California
County of San Francisco

MAR 21 2024

CLERK OF THE COURT
By: [Signature]
Deputy Clerk

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on March 20, 2024, before the
4 above-entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff ISALAH D. HUGHES ("Plaintiff"). Messner Reeves, LLP appeared on behalf of
6 Defendant ASIAN AND PACIFIC ISLANDER WELLNESS CENTER, INC. (dba SAN
7 FRANCISCO COMMUNITY HEALTH CENTER) (hereinafter "Defendant").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Diego ("Court"), Case No. CGC-22-599270,
16 entitled *Hughes v. Asian and Pacific Islander Wellness Center, Inc.*, and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On November 2, 2023, the Court granted preliminary approval of a class-
20 wide settlement. At this same time, the court approved certification of a provisional settlement class
21 for settlement purposes only. The Court confirms this Order and finally approves the settlement
22 and the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on November 27, 2023.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was January 11, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
7 Individual Settlement Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$250,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. The percentage of objectors and requests for exclusion is small. No
21 objections were received. No requests for exclusion were received.

22 e. The participation rate is high. 100% of Class Members will be
23 participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
28 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Attorneys' Fees and Attorneys' Expenses**

4 9. The Agreement provides for an award of Attorneys' Fees and Attorneys'
5 Expenses in the amount of up to One Hundred Eight Thousand Three Hundred Thirty-Three Dollars
6 and Thirty-Three Cents (\$108,333.33). Subject to Court approval, the award consists of Attorneys'
7 Fees equal to one-third (1/3) of the Gross Settlement Amount, or Eighty-Three Thousand Three
8 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) and reimbursement of
9 Attorneys' Expenses in the amount of Fifteen Thousand Seven Hundred Eighty-Three Dollars and
10 Fifty-Seven Cents (\$15,783.57).

11 10. An award to Class Counsel of Ninety-Nine Thousand One Hundred Sixteen
12 Dollars and Ninety Cents (\$99,116.90) comprised of Attorneys' Fees in the amount of Eighty-Three
13 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) and
14 reimbursement of actually incurred Attorneys' Expenses in the amount of Fifteen Thousand Seven
15 Hundred Eighty-Three Dollars and Fifty-Seven Cents (\$15,783.57) is reasonable in light of the
16 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
17 achieved by Class Counsel. The requested Attorneys' Fees award represents 1/3 of the common
18 fund, which is reasonable and at the low end of the range for fee awards in common fund cases and
19 is supported by Class Counsel's lodestar.

20 **Service Award**

21 11. The Agreement provides for a Service Award of Ten Thousand Dollars and
22 Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the amount
23 of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of the risks
24 and burdens undertaken by the Plaintiff in this class action litigation.

25 **Claims Administration Expenses**

26 12. The Agreement provides for Settlement Administration Costs to be paid in
27 an amount not to exceed \$6,500.00. The Declaration of the Settlement Administrator provides that
28

1 the actual claims administration expenses were \$6,500.00. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include all non-exempt employees who are or previously were employed
8 by Asian and Pacific Islander Wellness Center, Inc. dba San Francisco Community Health Center
9 who performed work in California ("Class") from April 21, 2018 to May 2, 2023 ("Class Period").

10 2. Every person in the Class who did not submit and timely and validly Request
11 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
12 Settlement Administrator, none of the Class Members opted-out of the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Class Counsel are awarded Ninety-Nine Thousand One Hundred Sixteen
17 Dollars and Ninety Cents (\$99,116.90) comprised of Attorneys' Fees in the amount of one-third of
18 the Gross Settlement Amount, or Eighty-Three Thousand Three Hundred Thirty-Three Dollars and
19 Thirty-Three Cents (\$83,333.33) and Attorneys' Expenses in the amount of Fifteen Thousand Seven
20 Hundred Eighty-Three Dollars and Fifty-Seven Cents (\$15,783.57). Class Counsel shall not seek or
21 obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the
22 Class.

23 5. The payment of the Class Representative Service Award to Plaintiff in the
24 amount of \$10,000.00 is approved.

25 6. The payment of \$6,500.00 to the Settlement Administrator for Claims
26 Administration Expenses is approved.

27 7. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
28 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
2 or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
5 of Defendant from all Class claims alleged in the Operative Complaint, or which could have been
6 alleged in the Operative Complaint based on the facts alleged, which occurred during the Class
7 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
8 termination, unemployment insurance, disability, social security, workers' compensation, and class
9 claims outside the Class Period.

10 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
11 California and all PAGA Members, pursuant to the California Labor Code Private Attorneys'
12 General Act ("PAGA") and shall release Defendant from all PAGA claims alleged in the Operative
13 Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and
14 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
16 outside the PAGA Period.

17 10. The term "PAGA Members" is hereby defined as all non-exempt employees
18 who are or previously were employed by Asian and Pacific Islander Wellness Center, Inc. dba San
19 Francisco Community Health Center who performed work in California during the PAGA Period.
20 The PAGA Period means the period between February 14, 2021 to May 2, 2023.

21 11. The Agreement is not an admission by Defendant, nor is this Final Approval
22 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
23 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
24 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
25 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
26 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
27 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
28 to the denials or defenses by Defendant and shall not be offered in evidence in any action or

1 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
2 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
3 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
4 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
5 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
6 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
7 or issue preclusion or similar defense as to the claims being released by the Settlement.

8 12. Notice of entry of this Final Approval Order and Judgment shall be given to
9 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
10 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
11 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
12 in the Notice Packet.

13 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
14 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
15 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
16 connection with the distribution of settlement benefits.

17 14. If the Settlement does not become final and effective in accordance with the
18 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
19 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
20 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

21
22 **IT IS SO ORDERED.**

23 DATED: 3/21, 2024
24

25
26 
27 Hon. Richard B. Ulmer, Jr.
28 Judge, Superior Court for the State of California,
County of San Francisco