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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

NOEMY FLORES and KIMBERLY
WUJEK, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

AVEN GROUP, INC., a California
corporation; AVEN CARE PROVIDERS,
INC., an entity of unknown origin; and
DOES 1 through 50, Inclusive,

Defendants.

Case No. 21STCV36642

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL**

Date: February 11, 2025
Time: 10:00 a.m.

Judge: Hon. Kenneth R. Freeman
Dept.: 14

FILED

Superior Court of California
County of Los Angeles

02/11/2025

David W. Saylor, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

1 Plaintiffs’ motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement (“Agreement”) and Motion for Attorneys’ Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on February 11, 2025, before the above-entitled
4 Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf of Plaintiffs
5 NOEMY FLORES and KIMBERLY WUJEK (“Plaintiffs”). Law Offices of Eloche P. Ukeje
6 appeared on behalf of Defendants Aven Group, Inc. and Aven Care Providers, Inc. (hereinafter
7 “Defendants”).

8 **II.**

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 the
13 Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending in the
15 California Superior Court for the County of Los Angeles (“Court”), Case No. 21STCV36642,
16 entitled *Noemy Flores, et al. v. Aven Group, Inc., et al.*, and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On August 19, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was mailed
25 by first class mail to the Class Members at their last known addresses on October 2, 2024. Mailing
26 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
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1 the proposed settlement to the members of the Class. 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 November 16, 2024. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$115,000.00. The
9 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

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

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

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

19 d. No objections were received. No requests for exclusion were received.

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

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

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in the best
28 interests of the Participating Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$5,000.00. The
3 Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and the
4 allocation of \$3,750.00 (75% of the PAGA Payment) to the LWDA and \$1,250.00 (25% of the
5 PAGA Payment) to the Aggrieved Employees is fair and reasonable and complies with the
6 requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Attorneys' Fees and Litigation Expenses**

8 10. The Agreement provides for a Class Counsel Attorneys' Fees and Litigation Costs
9 of not more than one-third of the Gross Settlement Amount and Litigation Expenses of up to
10 \$15,000. The Gross Settlement Amount is \$115,000.00, one-third of which is \$38,333.33.
11 Litigation Expenses are \$15,000.00.

12 11. Class Counsel Attorneys' Fees and Litigation Costs of \$53,333.33, comprised of
13 attorneys' fees in the amount of \$38,333.33, and reimbursement of costs and expenses in the
14 amount of \$15,000.00 is reasonable in light of the contingent nature of Class Counsel's fee, the
15 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
16 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by
17 Class Counsel's lodestar.

18 **Class Representative Payments**

19 12. The Agreement provides for a Class Representative Payment of up to \$10,000.00
20 each for Plaintiffs Noemy Flores and Kimberly Wujek, subject to the Court's approval. The Court
21 finds that the amount of ^{\$7500.00}~~\$10,000.00~~ to each Plaintiff is reasonable in light of the risks and burdens
22 undertaken by the Plaintiffs in this class action litigation.

23 **Administration Expenses Payment**

24 13. The Agreement provides for Administration Expenses Payment to be paid in an
25 amount not to exceed \$3,500.00. The Declaration of the Administrator provides that the actual
26 claims administration expenses were \$3,500. The amount of this payment is reasonable in light of
27 the work performed by the Administrator.

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1 **III. ORDERS**

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

3 1. The Class is certified for the purposes of settlement only. The Settlement Class is
4 hereby defined to include:

5 All non-exempt employees who are or previously were employed by
6 Defendant AVEN GROUP, INC. and/or Defendant AVEN CARE
7 PROVIDERS, INC. (hereinafter “Defendants”) and performed work in
8 California (“Class”) at any time during the Class Period.

9 2. There are 36 participating members of the Class. Every person in the Class who
10 did not opt out is a Participating Class Member. After providing Notice to the Class, there are
11 zero opt-outs and zero requests for exclusion to the Settlement.

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

15 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
16 exchange, the Class Members shall release the “Released Parties” from the “Released Class
17 Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released
18 PAGA Claims.”

19 a. The “Released Parties” means Defendants and all of their respective current
20 and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their
21 affiliated entities, and each of their respective owners, officers, directors, managing agents,
22 exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or
23 legal representatives, any attorneys, insurers, and claims representatives.

24 b. The “Released Class Claims” are defined as all class claims alleged, or
25 reasonably could have been alleged based on the facts alleged, in the Action with occurred during
26 the Class Period, and expressly excluding all other claims, including claims for vested benefits,
27 wrongful termination, unemployment insurance, disability, social security, workers’
28 compensation, and class claims outside of the Class Period.

1 c. The “Aggrieved Employees” are defined as all non-exempt employees who
2 are or previously were employed by Defendants and performed work in California at any time
3 during the period of July 30, 2020, through August 24, 2023 (“PAGA Period”).

4 d. The “Released PAGA Claims” are defined as all PAGA claims alleged in
5 the operative complaint in the Action and Plaintiffs’ PAGA notice to the LWDA which occurred
6 during the PAGA Period, and expressly excluding all other claims, including claims for vested
7 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
8 compensation, and PAGA claims outside of the PAGA Period (July 30, 2020, through August 24,
9 2023).

10 5. Class Counsel are awarded Attorneys’ Fees and Litigation Costs in the amount of
11 \$53,333.33 comprised of attorneys’ fees in the amount of \$38,333.33 and reimbursement of costs
12 and expenses in the amount of \$15,000.00. Class Counsel shall not seek or obtain any other
13 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

14 6. The payment of the Class Representative Payment to each Plaintiff in the amount
15 of \$10,000.00 is approved.

16 7. The payment of \$3,500.00 to the Administrator for Administration Expenses
17 Payment is approved.

18 8. The PAGA Payment of \$5,000.00 is hereby approved as fair, reasonable, adequate
19 and adequately protects the interests of the public and the LWDA. Further, the Court finds that
20 Plaintiffs and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or
21 collusion.

22 9. Final Judgment is hereby entered in this action. The Final Judgment shall bind
23 each Participating Class Member.

24 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of California
25 and all Aggrieved Employees, pursuant to the California Private Attorneys’ General Act
26 (“PAGA”).

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1 11. The Court further finds and determines that Class Counsel satisfied California
2 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
3 under the Private Attorney General Act (“PAGA”) on December 19, 2023.

4 12. The Court orders Class Counsel to comply with California Labor Code § 2699(l)(3)
5 by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s entry of
6 this Order.

7 13. The Agreement is not an admission by Defendants, nor is this Final Approval
8 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to
10 herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as
11 an admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The
12 entering into or carrying out of the Agreement, and any negotiations or proceedings related
13 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
14 concession with regard to the denials or defenses by Defendants and shall not be offered in
15 evidence in any action or proceeding against Defendants in any court, administrative agency or
16 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
17 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
18 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
19 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
20 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
21 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
22 claims being released by the Settlement.

23 14. Notice of entry of this Final Approval Order and Judgment shall be given to Class
24 Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of
25 entry of this Final Approval Order and Judgment to individual Class Members and the Final
26 Approval Order and Judgment shall be posted on the Administrator’s website as indicated in the
27 Notice Packet.

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

5 16. If the Settlement does not become final and effective in accordance with the terms
6 of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
7 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
8 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
9 be vacated.

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11 **IT IS SO ORDERED.**

12 DATED: 02/11/2025, ~~2025~~





Hon. Kenneth R. Freeman
JUDGE OF THE SUPERIOR COURT
Kenneth R. Freeman/Judge

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