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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

TANYA MARSHALL, MARIA
ANDRADE, individually, and on behalf of
other members of the general public
similarly situated;

Plaintiffs,

v.

WATTS HEALTHCARE CORPORATION,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 19STCV27737

[PROPOSED] JUDGMENT

Date: August 25, 2025
Time: 10:30 a.m.

Dept.: 1

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Fees Payment, Class Counsel Litigation
3 Expenses Payment, and Class Representative Service Payments duly came on for hearing on
4 August 25, 2025, before the above-entitled Court. The parties having settled this action and the
5 Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA
6 Settlement and good cause appearing therefor,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as: "All current and former hourly-paid or nonexempt employees
10 of Defendant in California employed during the period beginning August 8, 2015 through October
11 27, 2024 ("Class Period")."

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 653 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

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

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

25 5. As of the date Defendant fully funds the Gross Settlement Amount, Plaintiffs and
26 each Class Member who has not validly opted out has released the "Released Parties" from the
27 "Released Class Claims" as set forth in the Agreement.

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

1 (a) “Released Class Claims” are defined as all claims under state, federal, or
2 local law, arising out of the claims expressly pleaded in the Action and all other claims, such as
3 those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law,
4 that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay
5 overtime wages under Labor Code §§ 510, 1198; (2) failure to provide meal periods and/or pay
6 meal period premiums under Labor Code §§ 226.7, 512; (3) failure to provide rest periods and/or
7 pay rest period premiums under Labor Code § 226.7; (4) failure to pay minimum wages under
8 Labor Code §§ 1194, 1197, et seq.; (5) failure to timely pay wages upon termination under Labor
9 Code §§ 201, 202, 203; (6) failure to timely pay wages during employment under Labor Code §§
10 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code § 226; (8)
11 failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse
12 business expenses under Labor Code §§ 2800, 2802; (10) violation of California's unfair
13 competition law under Business and Professions Code §§ 17200, et seq.

14 (b) “Released Parties” means Defendant Watts Healthcare Corporation and any
15 of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be
16 considered to have jointly employed the Class Members or PAGA Members as well as each of
17 their officers, directors, managers, owners, executives, partners, executive-level employees,
18 shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal
19 representatives.

20 7. As of the date the Defendant fully funds the Gross Settlement Amount, the
21 Plaintiffs, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
22 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA
23 Claims” for the “PAGA Period” as set forth in the Agreement.

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

25 (a) “Aggrieved Employees” are defined as all current and former hourly-paid or
26 non-exempt employees of Defendant in California employed during the period from January 9,
27 2024 through October 27, 2024.

28 ///

1 (b) “Released PAGA Claims” are defined as all claims for civil penalties under
2 PAGA pursuant to Labor Code § 2698 et seq. that were alleged, or reasonably could have been
3 alleged, based on the facts stated in the PAGA Notice and the Operative Complaint, and ascertained in
4 the course of the Action, including, e.g., under Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
5 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and all applicable IWC Wage
6 Orders.

7 (c) “PAGA Period” means the period of January 9, 2024 to October 27, 2024.

8 9. This Court hereby grants final approval and awards the following: (i) Six Hundred
9 Sixty-Six Thousand Dollars and Zero Cents (\$666,000.00) for the Class Counsel Fees Payment
10 comprised of 33.3% of the Gross Settlement Amount and Fifteen Thousand Two Hundred Fifty-
11 Four Dollars and Zero Cents (\$15,254.67) for the Class Counsel Litigation Expenses Payment for
12 reimbursement of costs and expenses; (ii) the Class Representative Service Payments to Class
13 Representatives, Tanya Marshall and Maria Andrade, , in the amount of Seven Thousand Five
14 Hundred Dollars and Zero Cents (\$7,500.00) per Plaintiff, in exchange for a general release; (iii)
15 Administration Expenses Payment of Fourteen Thousand Nine Hundred Ninety Dollars and Zero
16 Cents (\$14,990.00) to Apex Class Action LLC; and (iv) One Hundred Thirty Thousand Dollars
17 and Zero Cents (\$130,000.00) (65% of the PAGA Penalties) to the Labor and Workforce
18 Development Agency (“LWDA Payment”); and Seventy Thousand Dollars and Zero Cents
19 (\$70,000.00) (35% of the PAGA Penalties) allocated to the Aggrieved Employees for the
20 Individual PAGA Payments.

21 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
22 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
23 California Labor Code section 2699(s)(3).

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
25 **ORDERED.**

26
27 DATED: _____, 2025 _____

28 JUDGE OF THE SUPERIOR COURT