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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] ORDER GRANTING FINAL
APPROVAL**

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, Class Counsel Litigation
3 Expenses, and Class Representative Service Payments duly came on for hearing on August 25,
4 2025, before the above-entitled Court. Zakay Law Group, APLC and Lawyers for Justice, P.C.
5 appeared on behalf of Plaintiffs TANYA MARSHALL and MARIA ANDRADE ("Plaintiffs").
6 Littler Mendelson, P.C. appeared on behalf of Defendant WATTS HEALTHCARE
7 CORPORATION (hereinafter "Defendant").

8 I. FINDINGS

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

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No.
15 19STCV27737, entitled *Tanya Marshall, et al. v. Watts Healthcare Corporation* (the "Action")
16 and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On February 26, 2025, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement
20 class for settlement purposes only. The Court confirms this Order and finally approves the
21 settlement and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on May 15, 2025.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation
27 and the proposed settlement to the members of the Class Members. The Court finds that the
28 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was June 30, 2025.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of the Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$2,000,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

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

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

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

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

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

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

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Penalties in the amount of
3 \$200,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the
4 PAGA Payment and the allocation of \$130,000.00 (65% of the PAGA Payment) to the LWDA
5 and \$70,000.00 (35% of the PAGA Payment) to the Aggrieved Employees is fair and reasonable
6 and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th
7 56.

8 **Attorneys' Fees and Litigation Costs**

9 10. The Agreement provides for a payment of Class Counsel Fees and Class
10 Counsel Litigation Expenses in the amount of up to Seven Hundred Thirty Thousand Dollars and
11 Zero Cents (\$730,000.00). At the preliminary approval stage, this Court notified Plaintiff that its
12 request for a Class Counsel Fees Payment would be reduced from 35% to 33.3%. Accordingly,
13 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment now consists of
14 attorneys' fees equal to 33.3% of the Gross Settlement Amount, or Six Hundred Sixty-Six Dollars
15 and Zero Cents (\$666,000.00) and reimbursement of costs and expenses in the amount of up to
16 Thirty Thousand Dollars (\$30,000.00).

17 11. A payment of Class Counsel Fees of Six Hundred Sixty-Six Thousand
18 Dollars and Zero Cents (\$666,000.00) and a Class Counsel Litigation Expenses Payment of
19 \$15,254.67 for reimbursement of costs and expenses is reasonable in light of the contingent nature
20 of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
21 Counsel. The requested attorneys' fee award represents 33.3% of the common fund, which is
22 reasonable, and is supported by Class Counsel's lodestar.

23 **Class Representative Payment**

24 12. The Agreement provides for a Class Representative Payment of up to Ten
25 Thousand Dollars and Zero Cents (\$10,000.00) for each Plaintiff, subject to the Court's approval.
26 At the preliminary approval stage, the Court notified Plaintiffs that it would be reducing these
27 payments to \$7,500.00 per Plaintiff. Accordingly, the Court finds that a payment in the amount of
28

1 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per Plaintiff is reasonable in
2 light of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

3 **Administration Expenses Payment**

4 13. The Agreement provides for Administration Expenses Payment to be paid
5 in an amount not to exceed \$14,990.00. The Declaration of the Administrator provides that the
6 actual claims administration expenses were \$14,990.00. The amount of this payment is reasonable
7 in light of the work performed by the Administrator.

8 **II. ORDERS**

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

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

12 “All current and former hourly-paid or nonexempt employees of Defendant in
13 California employed during the period beginning August 8, 2015 through October
14 27, 2024.”

15 2. There are 653 members of the Class. Every person in the Class who did not
16 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-
17 outs to the Settlement.

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

21 4. Defendant shall fully fund the Gross Settlement Amount by June 19, 2027,
22 according to the installment schedule listed in the Agreement. In exchange, the Class Members
23 shall release the “Released Parties” from the “Released Class Claims” and the “Aggrieved
24 Employees” shall release the “Released Parties” from the “Released PAGA Claims.”

25 a. “Released Parties” means Defendant Watts Healthcare Corporation
26 and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that
27 could be considered to have jointly employed the Class Members or PAGA Members as well as
28 each of their officers, directors, managers, owners, executives, partners, executive-level

1 employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or
2 legal representatives.

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

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

19 d. “Released PAGA Claims” are defined as all claims for civil penalties
20 under PAGA pursuant to Labor Code § 2698 et seq. that were alleged, or reasonably could have been
21 alleged, based on the facts stated in the PAGA Notice and the Operative Complaint, and ascertained in
22 the course of the Action, including, e.g., under Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
23 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and all applicable IWC Wage
24 Orders.

25 5. Class Counsel are awarded a Class Counsel Fees Payment in the amount of
26 Six Hundred Sixty-Six Thousand Dollars and Zero Cents (\$666,000.00) and a Class Counsel
27 Litigation Expenses Payment for reimbursement of costs and expenses in the amount of
28

1 \$15,254.67. Class Counsel shall not seek or obtain any other compensation or reimbursement from
2 Defendant, Plaintiff, or members of the Class.

3 6. The payment of the Class Representative Service Payments to the Plaintiffs
4 in the amount of \$7,500.00 per Plaintiff is approved.

5 7. The payment of \$14,990.00 to the Administrator for Administration
6 Expenses Payment is approved.

7 8. The PAGA Payment of \$200,000.00 is hereby approved as fair, reasonable,
8 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
9 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
10 fraud or collusion.

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

13 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
14 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
15 Act ("PAGA").

16 11. The Court further finds and determines that Class Counsel satisfied
17 California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of
18 claims arising under the Private Attorney General Act ("PAGA") on July 31, 2025.

19 12. The Court orders Class Counsel to comply with California Labor Code §
20 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
21 Court's entry of this Order.

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

1 concession with regard to the denials or defenses by Defendant and shall not be offered in
2 evidence in any action or proceeding against Defendant in any court, administrative agency or
3 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
4 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
5 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
6 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
7 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
8 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
9 claims being released by the Settlement.

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

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

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

24 **IT IS SO ORDERED.**

25
26 DATED: _____, 2025

27 _____
JUDGE OF THE SUPERIOR COURT