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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

NATASHA TAYLOR, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

THE WEST OAKLAND HEALTH
COUNCIL, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. RG20049604

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD
AND SERVICE AWARD**

Date: October 14, 2025
Time: 2:30 p.m.
Reservation ID: A-20049604-001

Judge: Hon. Somnath Raj Chatterjee
Dept.: 21

1 This matter came on for hearing on October 14, 2025, at 2:30 p.m., in front of the Hon. Somnath
2 Raj Chatterjee, presiding, Plaintiff’s unopposed Motion for Order Granting Final Approval of Class and
3 PAGA Action Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the
4 attorneys from the JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers For Justice, PC, as
5 counsel for plaintiff NATASHA TAYLOR (hereinafter “Plaintiff”) and counsel from Messner Reeves,
6 LLP, appearing as counsel for Defendant THE WEST OAKLAND HEALTH COUNCIL.
7 (“Defendant”).

8 The Court, having received and carefully considering the First Amended Stipulation of Settlement
9 of Class and PAGA Action Claims and Release of Claims filed with the Declaration of Sydney Castillo-
10 Johnson on September 18, 2025, (“Agreement”), a true and correct copy of which is attached to the
11 Declaration of Sydney Castillo-Johnson, as **Exhibit #1**, the supporting papers filed by the Parties, the
12 evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary
13 Approval of Class Action Settlement heard on April 8, 2025, the instant Motion for Order Granting Final
14 Approval of Class and PAGA Action Settlement, the Court grants final approval of the Settlement and
15 HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

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

18 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
19 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
20 the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to
21 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
22 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
23 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
24 by each of these procedures.

25 3. Following the conclusion of the response deadline, the Settlement Administrator reports
26 that it received *zero (0) written objections* to the Settlement and *one (1) written requests for exclusion*
27 from the Settlement. The name of the Class Member who requested exclusion was Ana Alejo Perez.

28 4. The Court finds and determines that the notice procedure afforded adequate protections to

1 the Class and provides the basis for the Court to make an informed decision regarding approval of the
2 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
3 in this case was the best notice practicable, which satisfied the requirements of law and due process.

4 5. With respect to the Class and for purposes of approving this Settlement only, this Court
5 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
6 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
7 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
8 the claims of Class Representative, Natasha Taylor, are typical of the claims of the Class; (d) the Class
9 Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior
10 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record
11 for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani Zakay,
12 Esq. of the Zakay Law Group, APLC, and Selena Matavosian of Lawyers For Justice, PC (hereinafter
13 “Class Counsel”), are qualified to serve as counsel for the Class Representative and the Class.

14 6. The Court has certified the Class for settlement purposes only, as that term is defined in
15 and by the terms of the Agreement as follows:

16 All current and former hourly-paid or non-exempt employees who were
17 employed by Defendant THE WEST OAKLAND HEALTH COUNCIL
18 (“Defendant”) and performed work in California during the period between
19 January 7, 2016, and April 14, 2025 (“Class Period”).

20 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
21 3.765(a).

22 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani
23 Zakay, Esq. of the Zakay Law Group, APLC, and Selena Matavosian of the Lawyers For Justice, PC as
24 Class Counsel for the Class Representative in this Action.

25 9. The Court hereby confirms plaintiff NATASHA TAYLOR as the Class Representative in
26 this Action.

27 10. The Court finds and determines that the terms set forth in the Agreement are fair,
28 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having

1 found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations
2 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
3 investigation, research, and discovery and that their attorneys were able to reasonably evaluate their
4 respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and
5 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
6 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
7 recognizes the significant value accorded to the Class.

8 11. The Court further finds and determines that the terms of the Settlement, including the
9 Gross Settlement Amount of Seven Hundred Ninety-Five Thousand Dollars and Zero Cents
10 (\$795,000.00), are fair, reasonable and adequate to the Class and to each member of the Class and that
11 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be
12 and hereby are ordered to be consummated. Except as set forth in the Agreement and this Order and
13 Judgment, all members of the Class shall take nothing in the Action.

14 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
15 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
16 which are consistent with this Order and Judgment and do no limit the rights of the Parties or Class
17 Members under the Agreement,

18 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
19 § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
20 Attorney General Act (“PAGA”) on January 29, 2025, March 28, 2025, and again on September 18,
21 2025.

22 14. The Court finds and determines that the Individual Settlement Payments to be paid to
23 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
24 grants final approval to and orders the payment of those amounts be made to the Settlement Class
25 Members in accordance with the Agreement.

26 15. The Court finds and determines that the LWDA Payment (75% of the PAGA Payment) of
27 \$24,000.00 and the Aggrieved Employee Payment (25% of the PAGA Payment) of \$8,000.00 in this
28 case are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that the

1 payment of those amounts be paid in accordance with the Agreement.

2 16. The Court finds and determines that the fees and expenses in administrating the Settlement
3 incurred by Apex Class Action LLC in the amount of \$7,990.00 are fair and reasonable. The Court
4 hereby gives final approval to and orders that the payment of that amount in accordance with the
5 Settlement.

6 17. The Court finds and determines the Service Award in the amount of \$10,000.00 to the
7 Class Representative, NATASHA TAYLOR, is fair and reasonable. The Court hereby orders the
8 Settlement Administrator to make this payment to the Class Representative in accordance with the terms
9 of the Agreement.

10 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
11 submitted by Class Counsel, the Court hereby awards a Class Counsel Award in the total sum of
12 **\$290,000.00**. The payment of the Class Counsel Award is comprised of two components. First,
13 \$265,000.00 as attorneys' fees which represents one-third of the Gross Settlement Amount. The
14 attorneys' fee portion of the payment for Class Counsel Award shall be allocated as follows: 32.5% to
15 the JCL Law Firm, APC, 32.5% to the Zakay Law Group, APLC, and 35% to Lawyers For Justice, PC.
16 Second, \$25,000.00 for actually incurred litigation expenses as evidenced by Class Counsels'
17 transaction reports. The Settlement Administrator shall allocate the expenses award according to Class
18 Counsels' actually incurred litigation expenses as stated and supported in their respective declarations
19 filed in support of this motion. The Court finds such amounts to be fair and reasonable. The Court
20 hereby orders the Settlement Administrator to make these payments in accordance with the terms of the
21 Agreement.

22 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
23 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
24 effectuation, and enforcement of this order and the Settlement.

25 20. Neither Defendant nor any related persons or entities shall have any further liability for
26 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
27 for by the Agreement.

28 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an

1 admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
2 other wrongdoing. Further, the Agreement is not a concession and shall not be used as an admission of
3 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
4 terms of the Agreement be construed as an admission or concession by or against Defendant or any
5 related person or entity.

6 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
7 the Settlement or under this order, including the requirement that Defendant make payments to the
8 Settlement Class Members in accordance with the Settlement.

9 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
10 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted April 14, 2025,
11 and this order.

12 24. Upon the Funding Date, each Class Member who has not validly opted out has released
13 the "Released Class Claims" against Defendant and all the "Released Parties," as set forth in the
14 Agreement.

15 25. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
16 this Court's Order awarding the payment of attorneys' fees and costs.

17 26. The court ORDERS that at the time of the final accounting that counsel for plaintiff
18 transmit a copy of this order and the final judgment and the final accounting to the Judicial Council.
19 (CCP 384.5; Govt Code 68520.)

20 27. The Court ORDERS that the checks in the initial distribution will be void after 120 days.

21 28. The Court ORDERS that funds not be distributed to the Children's Advocacy Institute
22 until after Court approval of a final accounting.

23 29. The Court ORDERS that 10% of any fee award to be kept in the Settlement
24 Administrator's trust fund until the completion of the distribution process and Court approval of a final
25 accounting.

1 30. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and,
2 Motion for Final Approval of the Payment of the Class Counsel Award and the Service Award are
3 GRANTED.

4
5 IT IS SO ORDERED, ADJUDICATED AND DECREED

6
7 Date: _____, 2025

JUDGE OF THE SUPERIOR COURT