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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
John L. Nitti (State Bar #330752)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
jnitti@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Nicole Noursamadi (State Bar #357246)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
nicole@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TAMIKA R. THOMAS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

CENTER FOR ELDERS' INDEPENDENCE,
a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 22CV024221

AMENDED ~~PROPOSED~~ JUDGMENT

Date: May 6, 2025
Time: 2:30 p.m.

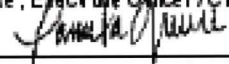
Judge: Hon. Somnath Raj Chatterjee
Dept.: 21

FILED

Superior Court of California
County of Alameda

06/12/2025

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
P. Greene

1 Plaintiff's motion for an order finally approving the Second Amended Stipulation of
2 Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement") and Motion
3 for Attorneys' Fees and Costs and Service Award duly came on for hearing on July 2, 2024,
4 before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause appearing therefor,

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

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant Center for Elders' Independence, Inc. a California corporation ("Defendant") and
11 performed work in California during the period of December 7, 2019, to September 20, 2023 (the
12 "Class Period")."

13 2. All persons who meet the foregoing definition are Settlement Class Members,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

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

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

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

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

2 (a) The “Released Class Claims” are defined all class claims alleged, or
3 reasonably could have been alleged based on the facts alleged in the Operative Complaint in the
4 Action which occurred during the Class Period, and expressly excluding all other claims,
5 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
6 social security, workers’ compensation, and class claims outside of the Class Period.

7 (b) The “Released Parties” are defined as Defendant.

8 (c) “Defendant” is defined as Center for Elders’ Independence, Inc., including
9 past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and
10 assigns, and all of Center for Elders’ Independence, Inc.’s current and former directors, officers,
11 employees, partners, agents, representatives, and attorneys and all persons acting under, by,
12 through, or in concert with any of them.

13 7. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and the
14 LWDA have released the Released Parties from the “Released PAGA Claims” for the “PAGA
15 Period” as set forth in the Agreement.

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

17 (a) The “Released PAGA Claims” are defined as all PAGA claims alleged in
18 Plaintiff’s Amended PAGA notice to the LWDA which occurred during the PAGA Period, and
19 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
20 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
21 outside of the PAGA Period.

22 (b) The “PAGA Period” is defined as the period from December 20, 2021, to
23 September 20, 2023.

24 9. This Court hereby grants final approval and awards the following: (i) Three
25 Hundred, Seven Thousand, Five Hundred Nineteen Dollars and Eighteen Cents (\$307,519.18) for
26 the Attorneys’ Fees and Costs comprised of Two Hundred, Ninety-One Thousand Dollars
27 (\$291,000.00) (“Attorneys’ Fees”) and Costs in the amount of Sixteen Thousand, Five Hundred
28 Nineteen Dollars and Eighteen Cents (\$16,519.18); (ii) the Service Award to Class Representative,

1 Tamika R. Thomas, in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) in
2 exchange for a general release; (iii) Administration Costs of Nine Thousand Dollars and Zero
3 Cents (\$9,000.00) to Apex Class Action, LLC; (iv) Thirty-Six Thousand, Three Hundred Seventy-
4 Five Dollars and Zero Cents (\$36,375.00) (75% of the PAGA Payment) to the Labor and
5 Workforce Development Agency ("LWDA Payment"); and Twelve Thousand, One Hundred
6 Twenty-Five Dollars and Zero Cents (\$12,125.00) (25% of the PAGA Payment) allocated to the
7 Aggrieved Employee Payments.

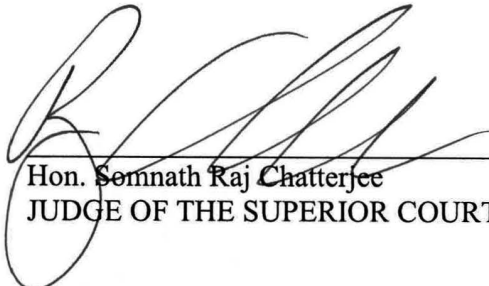
8 10. Pursuant to the Supplemental Declaration of Madely Nava of APEX Class
9 Action, LLC, a total of \$31,829.35 remained uncashed after the April 1, 2025, check cashing
10 deadline date. *The Court approves the Final Accounting.*
~~In accordance with the terms of the Parties' Settlement Agreement, The~~
11 ~~unclaimed funds shall be sent to the Senior Services Coalition of Alameda County.~~

12 11. Plaintiff shall give notice of this Amended Judgment to the Labor and Workforce
13 Development Agency within ten (10) days after entry of the Amended Judgment or order pursuant
14 to California Labor Code section 2699(1)(3).

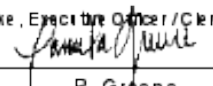
15 LET AMENDED JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT
16 IS SO ORDERED.

17 DATED: June 12, 2025

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Hon. Somnath Raj Chatterjee
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 06/13/2025 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Greene
PLAINTIFF/PETITIONER: Tamika Thomas		
DEFENDANT/RESPONDENT: CENTER FOR ELDER'S INDEPENDENCE		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV024221

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Amended Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

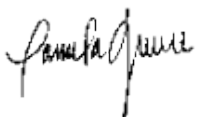
Jean Claude Lapuyade
JCL Law Firm
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay
shani@zakaylaw.com

Dated: 06/13/2025

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Greene, Deputy Clerk