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By:                     B. Guerrero                     Deputy

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17 Elisa Lopez, Rosa Valdez and Osiris Gonzalez, individually  
18 and on behalf of all others similarly situated

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
20 **FOR THE COUNTY OF LOS ANGELES**

21 MARIA DEL SOCORRO JIMENEZ, ELISA  
22 LOPEZ, ROSA VALDEZ and OSIRIS  
23 GONZALEZ, individually and on behalf of all  
24 others similarly situated,

25 Plaintiff,

26 vs.

27 EL PROYECTO DEL BARRIO, INC., a  
28 California Non-Profit Corporation, and DOES 1  
through 25,

Defendants.

Case No.: 19STCV18696

*Assigned for all purposes to Hon.  
Kenneth R. Freeman, SSC-14*

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL**

**DATE: March 29, 2022**  
**TIME: 10:00 a.m.**  
**DEPT.: 14**

**Case Filed: May 30, 2019**

21 The Court, having considered whether to order final approval of the settlement of  
22 this matter pursuant to the Stipulation of Class and PAGA Action Settlement (the  
23 “Settlement Agreement” or “Stipulation”), having granted preliminary approval on  
24 September 28, 2021, having directed that notice be given to all Class Members of  
25 preliminary approval of the Stipulation of Class and PAGA Action Settlement and the final  
26 approval hearing and the right to be excluded from or object to the settlement, having read  
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1 and considered all of the papers of the parties and their counsel, and having received no  
2 objections to the settlement, and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

4 1. The Motion for Final Approval of the settlement is granted;  
5 2. The parties to this action are Plaintiffs Maria del Socorro Jimenez,  
6 Elisa Lopez, Rosa Valdez and Osiris Gonzalez (“Representative Plaintiffs” of “Plaintiffs”)  
7 and Defendant El Proyecto Del Barrio, Inc. (“Defendant” or “EPDB”).

8 3. After participating in an arms’ length mediation, Plaintiffs and Defendant  
9 have agreed to a proposed settlement of this action on behalf of the Class Plaintiffs seek to  
10 represent. The terms of the proposed settlement are fully set forth in the Stipulation of Class  
11 and PAGA Action Settlement (the “Settlement Agreement” or “Stipulation”) attached as  
12 Exhibit A to the Declaration of Aaron Gundzik in Support of Motion for Final Approval of  
13 Class and PAGA Action Settlement.

14 4. This Court has jurisdiction over the subject matter of this action (the  
15 “Action”) and over all parties to the Action, including the Representative Plaintiffs and the  
16 Class Members.

17 5. The terms used in this Order have the meaning assigned to them in the  
18 parties’ Settlement Agreement.

19 6. The Court finds that the Settlement Class consists of all individuals who were  
20 employed by Defendant in California as non-exempt employees during the applicable Class  
21 Period, from May 30, 2015 through April 1, 2021.

22 7. The Settlement Class Period is May 30, 2015 through April 1, 2021.

23 8. The PAGA Employees means a member of the Class who was employed by  
24 Defendant at any time during the PAGA Period (May 30, 2018 through April 1, 2021).

25 9. In settlement, Defendant will pay the gross amount of \$2,150,000, plus the  
26 employer’s share of all required payroll tax deductions. From this gross amount, the parties  
27 propose to deduct \$12,250 in fees to be paid to the Settlement Administrator, Service and  
28 Release Payments to the Representative Plaintiffs in the amount of \$10,000 each, \$15,000 to

1 the California Labor and Workforce Development Agency, \$5,000 to the PAGA Employees,  
2 Class Counsel's costs of \$20,203.17, and Class Counsel's attorneys' fees of \$716,666,  
3 which is justified in light of the benefit to the Class.

4 10. The amount remaining, after deductions approved by the Court, will be  
5 distributed to Settlement Class Members based on the number of Qualifying Workweeks  
6 each Settlement Class Member was employed by Defendant during the Class Period.

7 11. No Class Members filed requests to be excluded from the settlement.  
8 Therefore, all members of the Settlement Class will receive a settlement payment and be  
9 bound by the releases and Judgment.

10 12. Upon the receipt by the Settlement Administer, Phoenix Settlement  
11 Administrators, of the gross settlement amount of \$2,150,000, plus the employer's share of  
12 withholding taxes, from Defendant, each and every Released Claim of each Settlement Class  
13 Member is and shall be deemed to be released as against the Released Parties. Upon the  
14 receipt by the Settlement Administer, Phoenix Settlement Administrators, of the gross  
15 settlement amount of \$2,150,000, plus the employer's share of withholding tax, from  
16 Defendant, all Settlement Class Members will be precluded in the future from making any  
17 claim based on, arising from, or relating to the allegations made in the Second Amended  
18 Complaint.

19 13. Upon the receipt by the Settlement Administer, Phoenix Settlement  
20 Administrators, of the gross settlement amount of \$2,150,000, plus the employer's share of  
21 withholding tax, from Defendant, the Representative Plaintiffs shall be additionally  
22 precluded in the future from making any and all causes of action and factual or legal theories  
23 that were alleged, or could have been alleged, in the Second Amended Complaint or arise  
24 from facts alleged in the Second Amended Complaint, including all damages, penalties,  
25 interest, and other amounts recoverable under said claims, causes of action or legal theories  
26 of relief. The time period governing these Released Claims shall be the Class Period only.  
27 Provided, however, the Released Claims shall not include the PAGA Released Claims.  
28 Claims and damages that were not alleged in the Complaint (or any subsequent operative

1 Complaint), and could not be alleged based on the fact and legal theories alleged, and do not  
2 arise from the facts alleged in the Complaint are specifically excluded from the release.  
3 Provided, however, this release shall not include any claims for workers' compensation  
4 benefits.

5 14. Neither the settlement, nor any of the terms set forth in the Settlement  
6 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of  
7 liability to the Representative Plaintiffs or any Class Member, nor does this Final Approval  
8 Order constitute a finding by the Court of the validity of any of the claims alleged in the  
9 Action, or of any liability of Defendant or any of the other Released Parties.

10 15. The Court finds that the Notice of Proposed Class Action Settlement ("Notice  
11 of Settlement") has been mailed to all Class Members as previously ordered by the Court,  
12 and that such Notice of Settlement fairly and adequately described the terms of the proposed  
13 Settlement Agreement, the manner in which the Class Members could object to or  
14 participate in the settlement, and the manner in which Class Members could opt out of the  
15 Class, was the best notice practicable under the circumstances, was valid, due and sufficient  
16 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court  
17 3.769, due process and all other applicable laws. The Court further finds that a full and fair  
18 opportunity has been afforded to Class Members to participate in the proceedings convened  
19 to determine whether the proposed Settlement Agreement should be given final approval.

20 16. The Court finally approves of the distribution of the Net Settlement Amount  
21 to the Settlement Class Members. Settlement Class Members are not required to submit a  
22 claim form in order to receive payment. Rather, the gross amount paid to each Settlement  
23 Class Member will be based on the number of qualifying workweeks (as defined in the  
24 Settlement Agreement) each Settlement Class member worked for Defendant during the  
25 Class Period (May 30, 2015 through April 1, 2021).

26 17. The Court finds that the Settlement Agreement is fair, reasonable and  
27 adequate as to the Settlement Class, the named Plaintiffs and Defendant, and is the product  
28 of good faith, arms' length negotiations between the parties, and further, that the Settlement

1 Agreement is consistent with public policy, and fully complies with all applicable provisions  
2 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement  
3 Agreement and specifically approves of the allocation of the Gross Settlement Amount of  
4 \$2,150,000 (“Gross Settlement Amount”), plus the payment of the employer’s share of all  
5 applicable payroll taxes and fees, as follows:

6 a. The Court approves of the payment of Settlement Administration  
7 Costs of \$12,250 to Phoenix Settlement Administrators;

8 b. The Court approves of Service and Release Payments in the amount  
9 of \$10,000 each to Representative Plaintiffs Maria Del Socorro Jimenez, Elisa Lopez, Rosa  
10 Valdez, and Osiris Gonzalez aka Osiris Gonzalez Sanchez, as payment for their time and  
11 efforts in pursuing this Action, for the risks they have undertaken, and as additional  
12 compensation for the expanded releases they are providing;

13 c. The Court approves of Class Counsel’s attorneys’ fees request of  
14 \$716,666, which is one-third of the Gross Settlement Amount, finding that it is reasonable in  
15 light of the benefit provided to the Class, to be distributed pursuant to the provisions of  
16 paragraph 18 of this Order;

17 d. The Court approves of Class Counsel’s request for reimbursement of  
18 litigation costs and expenses in the amount of \$20,203.17;

19 e. The Court approves of a payment to the Labor and Workforce  
20 Development Agency (“LWDA”) in the amount of \$15,000 and a payment of \$5,000 to the  
21 PAGA Employees (to be distributed based on the number of weeks that they worked during  
22 the PAGA Period) in settlement of claims under the California Labor Code Private  
23 Attorneys General Act (“PAGA”);

24 f. The Court approves of payment of the remainder of the Gross  
25 Settlement Amount (the “Net Settlement Amount”), approximately \$1,340,880, to the  
26 Settlement Class Members who have not opted out of the settlement, pursuant to the terms  
27 of the Stipulation of Class Action Settlement, Paragraph IV(K), and that all settlement  
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1 payments be deemed twenty percent (20%) wages, to be reported on a W-2 form, and eighty  
2 percent (80%) as penalties and interest.

3 g. If a Settlement Class Member's settlement check(s) is not cashed  
4 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks  
5 shall be sent to the California State Controller as unclaimed property in the name of the  
6 Settlement Class Member.

7 18. The Court approves of the following implementation schedule for further  
8 proceedings:

- 9 • Settlement Effective Date: Pursuant to Section II(M) of the Settlement  
10 Agreement, the Effective Date is the date of entry of the "Final Approval  
11 Order" if no valid objection is filed.
- 12 • Deadline for Defendant to deliver the Gross Settlement Amount of  
13 \$2,150,000, plus the employer's share of withholding taxes to the Settlement  
14 Administrator: Within thirty (30) calendar days after the Effective Date.
- 15 • Mailing of Payments to Class Members: Within ten (10) days of Defendant's  
16 deposit of the Gross Settlement Amount with the Settlement Administrator.
- 17 • Payment to Class Representatives: Within ten (10) days of Defendant's  
18 deposit of the Gross Settlement Amount.
- 19 • Payment to Class Counsel of Class Counsel's attorneys' fees and Class  
20 Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross  
21 Settlement Amount.
- 22 • Payment to the Settlement Administrator: Within ten (10) days of  
23 Defendant's deposit of the Gross Settlement Amount.
- 24 • Final Report from Settlement Administrator: After final distribution of Net  
25 Settlement Fund.

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19. A compliance hearing is set for Tue Aug 16, 2022. If a satisfactory compliance status report is filed at least 5 court days before the compliance hearing, no appearances will be required.



Dated: 08/15/2022

Kenneth R. Freeman / Judge  
Hon. Kenneth R. Freeman