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16 Attorneys for Plaintiff Cinthya Saavedra, individually
17 and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SANTA BARBARA**

20 CINTHYA SAAVEDRA, individually and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 CLIFF VIEW TERRACE, INC., a California
25 corporation; and DOES 1 through 25,

26 Defendants.

Case No.: 17CV02531

*Assigned for all purposes to:
Hon. Donna D. Geck Dept. 4*

**NOTICE OF ENTRY OF AMENDED
JUDGMENT**

Case filed: June 8, 2017

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the Judgment was entered on December 19, 2019.

A true and correct copy is attached hereto as Exhibit A.

DATED: December 19, 2019

GARTENBERG GELFAND HAYTON LLP

By: 

Aaron Gundzik
Plaintiff Cinthya Saavedra, individually and on
behalf of all others similarly situated

Exhibit A

1 AARON C. GUNDZIK (State Bar No. 132137)
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10 Attorneys for Plaintiff Cinthya Saavedra, individually
and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA BARBARA**

14 CINTHYA SAAVEDRA, individually and on
behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 CLIFF VIEW TERRACE, INC., a California
18 corporation; and DOES 1 through 25,

19 Defendants.

Case No.: 17CV02531

*Assigned for all purposes to Hon. Donna
D. Geck*

**[PROPOSED] AMENDED ORDER
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Case Filed June 8, 2017

22 The Court, having considered the Parties' Stipulation to Amend Final Approval
23 Order and Judgment hereby enters this Amended Order of Final Approval of Class Action
24 Settlement.

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 26 1. The Motion for Final Approval of the settlement is granted;
27

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
12/19/2019
Darrel E. Parker, Executive Officer
BY Sisto, Sarah
Deputy Clerk

1 2. The parties to this action are Plaintiff Cinthya Saavedra and Defendant Cliff
2 View Terrace, Inc. (“Cliff View” or “Defendant”).

3 3. After participating in an arms’ length mediation, Plaintiff and Defendant have
4 agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
5 represent. The terms of the proposed settlement are fully set forth in the Stipulation of Class
6 Action Settlement (the “Settlement Agreement” or “Stipulation”) attached as Exhibit 1 to
7 the Declaration of Aaron Gundzik in Support of Motion for Final Approval of Class Action
8 Settlement.

9 4. This Court has jurisdiction over the subject matter of this action (the
10 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
11 Class Members.

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

14 6. The Court finds that the Settlement Class consists of: those current and
15 former non-exempt employees of Defendant who signed declarations that were submitted to
16 the Court in connection with Plaintiff’s Opposition to Defendant’s Motion to Approve
17 PAGA Settlement or who did not sign releases in connection with Defendant’s settlement
18 campaign during the Settlement Class Period..

19 7. The Settlement Class Period is June 3, 2013 and April 29, 2019.

20 8. In settlement, Defendant will pay the gross amount of \$181,250, plus the
21 employer’s share of all required payroll tax deductions. From this gross amount, the parties
22 propose to deduct \$4,900 in fees to be paid to the Settlement Administrator, a Service and
23 Release Payment to the Representative Plaintiff in the amount of \$5,000, Class Counsel’s
24 costs of \$4,803.72, and Class Counsel’s attorneys’ fees of \$60,416, which is justified in light
25 of the benefit to the Class.

26 9. The amount remaining, after deductions approved by the Court, will be
27 distributed to Settlement Class Members based on the number of qualifying workweeks (as
28

1 defined in the Settlement Agreement) each Settlement Class Member worked for Defendant
2 between June 3, 2013 and April 29, 2019.

3 10. No class members filed requests to be excluded from the settlement.
4 Therefore, all members of the Settlement Class will receive a settlement payment and be
5 bound by the releases and Judgment.

6 11. Upon the receipt by the Settlement Administer, Phoenix Settlement
7 Administrators, of the gross settlement amount of \$181,250, plus the employer's share of
8 withholding tax, from Defendant, each and every Released Claim of each Settlement Class
9 Member, is and shall be deemed to be released as against the Released Parties. Upon the
10 receipt by the Settlement Administer, Phoenix Settlement Administrators, of the gross
11 settlement amount of \$181,250 from Defendant, all Settlement Class Members will be
12 precluded in the future from making any claim based on, arising from, or relating to the
13 allegations made in the Second Amended Complaint.

14 12. Neither the settlement, nor any of the terms set forth in the Settlement
15 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
16 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
17 Order constitute a finding by the Court of the validity of any of the claims alleged in the
18 Action, or of any liability of Defendant or any of the other Released Parties.

19 13. The Court finds that the Notice of Proposed Class Action Settlement ("Notice
20 of Settlement") has been mailed to all Class Members as previously ordered by the Court,
21 and that such Notice of Settlement fairly and adequately described the terms of the proposed
22 Settlement Agreement, the manner in which the Class Members could object to or
23 participate in the settlement, and the manner in which Class Members could opt out of the
24 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
25 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
26 3.769, due process and all other applicable laws. The Court further finds that a full and fair
27 opportunity has been afforded to Class Members to participate in the proceedings convened
28 to determine whether the proposed Settlement Agreement should be given final approval.

1 14. The Court finally approves of the distribution of the Net Settlement Amount
2 to the Settlement Class Members. Settlement Class Members are not required to submit a
3 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
4 Class Member will be based on the number of qualifying workweeks (as defined in the
5 Settlement Agreement) each Settlement Class member worked for Defendant during the
6 Class Period.

7 15. The Court finds that the Settlement Agreement is fair, reasonable and
8 adequate as to the Settlement Class, the named Plaintiff and Defendant, and is the product of
9 good faith, arms' length negotiations between the parties, and further, that the Settlement
10 Agreement is consistent with public policy, and fully complies with all applicable provisions
11 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
12 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
13 \$181,250 ("Gross Settlement Amount"), plus the payment of the employer's share of all
14 applicable payroll taxes and fees, as follows:

15 a. The Court approves of the payment of Settlement Administration
16 Costs of \$4,900 to Phoenix Settlement Administrators;

17 b. The Court approves of a Service and Release Payment in the amount
18 of \$5,000 to Representative Plaintiff Cinthya Saavedra, as payment for her time and efforts
19 in pursuing this Action and as additional compensation for the expanded release she is
20 providing;

21 c. The Court approves of Class Counsel's attorneys' fees request of
22 \$60,416, which is one-third of the Gross Settlement Amount, finding that it is reasonable in
23 light of the benefit provided to the Class, to be distributed pursuant to the provisions of
24 paragraph 16 of this Order;

25 d. The Court approves of Class Counsel's request for reimbursement of
26 litigation costs and expenses in the amount of \$4,803.72;

27 e. The Court approves of payment of the remainder of the Gross
28 Settlement Amount (the "Net Settlement Amount"), approximately \$103,934, to the

1 Settlement Class Members who have not opted out of the settlement, pursuant to the terms
2 of the Stipulation of Class Action Settlement, Paragraph IV(J), and that all settlement
3 payments shall be deemed one-third wages, one-third penalties, and one-third interest, the
4 latter two categories to be reported via an IRS Form 1099.

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

8 16. The Court approves of the following implementation schedule for further
9 proceedings:

- 10 • Settlement Effective Date: Since there has been no objection to the
11 settlement, pursuant to Section II(M) of the Settlement Agreement, the
12 Effective Date is the date of the Court's entry of Order of Final Approval of
13 Class Action Settlement and Judgment.
- 14 • Deadline for Defendant to deliver the Gross Settlement Amount of \$181,250
15 to the Settlement Administrator: Within twenty-one (21) calendar days after
16 the Effective Date.
- 17 • Mailing of Payments to Class Members: Within ten (10) days of Defendant's
18 deposit of the Gross Settlement Amount with the Settlement Administrator.
- 19 • Payment to Class Representative: Within ten (10) days of Defendant's
20 deposit of the Gross Settlement Amount.
- 21 • Payment to Class Counsel of Class Counsel's attorneys' fees and Class
22 Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross
23 Settlement Amount.
- 24 • Payment to the Settlement Administrator: Within ten (10) days of
25 Defendant's deposit of the Gross Settlement Amount.
- 26 • Final Report from Settlement Administrator: After final distribution of Net
27 Settlement Fund.

28

1 17. A compliance hearing is set for 9/20/19. If a satisfactory compliance status
2 report is filed at least 5 court days before the compliance hearing, no appearances will be
3 required.

4 Dated: 12/19/2019



Hon. Donna D. Geck

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1920, Sherman Oaks, California 91403.

On December 19, 2019, I served the following document described as

- **NOTICE OF ENTRY OF AMENDED JUDGMENT**

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

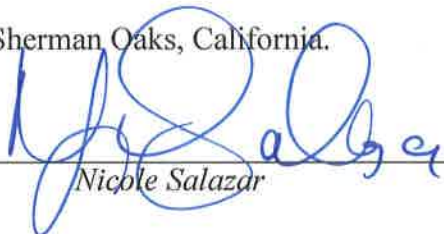
PLEASE SEE ATTACHED SERVICE LIST

<p>(XX) BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>() BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on December 19, 2019, at Sherman Oaks, California.



Nicole Salazar

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SERVICE LIST

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