

**ACKERMANN & TILAJEF, P.C.**  
Craig J. Ackermann, CA Bar No. 229832  
[cja@ackermanntilajef.com](mailto:cja@ackermanntilajef.com)  
1180 South Beverly Drive, Suite 610  
Los Angeles, CA 90035  
Telephone: (310) 277-0614  
Facsimile: (310) 277-0635

**FILED**  
KERN COUNTY SUPERIOR COURT  
09/08/2021  
BY Villalon, Maribel  
DEPUTY

**EMPLOYMENT RIGHTS LAW GROUP, APC.**  
Amir H. Seyedfarshi, CA Bar No. 301656  
[amir@employmentrightslawgroup.com](mailto:amir@employmentrightslawgroup.com)  
1180 South Beverly Drive, Suite 610  
Los Angeles, California 90035  
Telephone: (424) 777-0964

*Attorneys for Plaintiffs, Aggrieved Employees, and the Settlement Class*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

KHALID ABU-DAYYEH and AMINAH  
UWAIS, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

GUIDANCE RESIDENTIAL, LLC, a  
Delaware Limited Liability Company, and  
DOES 1 to 100, inclusive,

Defendants.

**CASE NO.:** BCV-20-102367

~~[PROPOSED]~~  
**ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FINAL  
JUDGMENT**

Date: August 20, 2021  
Time: 8:30 a.m.  
Dept.: 17  
Judge: Hon. Thomas S. Clark

Complaint Filed: October 9, 2020

~~[PROPOSED]~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT  
AND FINAL JUDGMENT

ACKERMANN & TILAJEF, P.C.  
1180 S. BEVERLY DR., SUITE 610  
LOS ANGELES, CA 90035  
TEL: (310) 277-0614 FAX (310) 277-0635

1 On August 20, 2021, the Court held a hearing on Plaintiff’s Motion for Final Approval of  
2 Class Action Settlement and Attorneys’ Fees and Costs.

3 Due and adequate notice having been given to Class Members, and the Court having  
4 considered the Stipulation and Settlement Agreement (the “Settlement Agreement” or  
5 “Settlement” or “Agreement”), all of the legal authorities and documents submitted in support  
6 thereof, all papers filed and proceedings held herein, all oral and written comments received  
7 regarding the proposed settlement, and having reviewed the record in this litigation, and good  
8 cause appearing, the Court **GRANTS** final approval of the settlement and orders and makes the  
9 following findings and determinations **HEREBY ORDERS AS FOLLOWS:**

10 1. All terms used in this Order Granting Final Approval of Class Action Settlement  
11 and Attorneys’ Fees and Costs (the “Order”) shall have the same meanings given as those terms  
12 are used and/or defined in the parties’ Settlement Agreement. A copy of the Settlement Agreement  
13 is attached as **Exhibit A** to the Declaration of Craig J. Ackermann in Support of the Motion for  
14 Preliminary Approval of Class Settlement and is made a part of this Order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject  
16 matter jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
18 Agreement as follows:

19 *“All current and former employees of Defendant who were employed in California as non-*  
20 *supervisory outside sales account executives at any time from July 16, 2016, through*  
21 *January 13, 2021, (the date of this Court’s Preliminary Approval Order.”*

22 4. The Court deems this definition sufficient for the purpose of California Rule of  
23 Court 3.765(a), and certifies the Class solely for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 25 Class Members exists and a well-  
25 defined community of interest exists on the questions of law and fact involved because in the  
26 context of the Settlement: (i) all related matters, predominate over any individual questions; (ii)  
27 the claims of Plaintiffs are typical of claims of the Class Members; (iii) in negotiating, entering  
28 into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately

1 represented and protected the interest of the Class Members; (iv) a class action is superior to other  
2 available methods for an efficient adjudication of this controversy; and (v) Class Counsel are  
3 qualified to serve as counsel for the Class Representatives and the Class.

4 6. The Court is satisfied that Phoenix Settlement Administration, which functioned as  
5 the Settlement Administrator, completed the distribution of the Class Notice to the Class in a  
6 manner that comports with California Rule of Court 3.766 and due process. The Court finds that  
7 said notice was the best notice practicable under the circumstances. The Class Notice provided  
8 due and adequate notice of the proceedings and matters set forth therein and informed 25 Class  
9 Members of the Settlement terms, their right to do nothing and receive their settlement share, their  
10 right to submit a request for exclusion, their right to comment on or object to the Settlement, and  
11 their right to appear at the Final Approval Hearing, and be heard regarding approval of the  
12 Settlement.<sup>1</sup> Adequate periods of time to respond and to act were provided by each of these  
13 procedures. No Class Members filed a written objection to the Settlement as part of this notice  
14 process, no Class Members filed a written statement of intention to appear at the Final Approval  
15 Hearing, and no Class Members requested exclusion from the Settlement.

16 7. The Court hereby approves the terms set forth in the Settlement Agreement and  
17 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent  
18 and compliant with all applicable requirements of the California Code of Civil Procedure, the  
19 California and United States Constitutions, including the Due Process clauses, the California Rule  
20 of Court, and any other applicable law, and in the best interest of each of the Parties and Class  
21 Members.

22 8. The Court directs the Parties to effectuate the Settlement Agreement according to  
23 its terms and declares the Settlement Agreement to be binding on all Class Members.

24 9. The Court finds that the Settlement Agreement has been reached as a result of  
25 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have  
26 conducted extensive investigation and research, and their attorneys were able to reasonably

27 \_\_\_\_\_  
28 <sup>1</sup> Notice was sent to all 25 Class Members, and the administrator reports that after re-mailing one (1) returned notice  
packet, zero (0) notice packets remained undeliverable.

1 evaluate their respective positions.

2 10. The Court also finds that the Settlement now will avoid additional and potentially  
3 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
4 case. Additionally, after considering the monetary recovery provided as part of the Settlement in  
5 light of the challenges posed by continued litigation, and Court concludes that Class Counsel  
6 secured significant relief for Class Members.

7 11. The Settlement Agreement is not an admission by Defendants, nor is this Order a  
8 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order,  
9 the Settlement Agreement, any document referred to herein, nor any action taken to carry out the  
10 Settlement Agreement, shall be construed as, or may be used as, an admission of any fault,  
11 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

12 12. The Court appoints Plaintiff's Khalid Abu-Dayyeh and Aminah Uwais as Class  
13 Representatives and finds them both adequate.

14 13. The Court appoints Craig J. Ackermann of Ackermann & Tilajef, P.C. and Amir  
15 Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each of them to  
16 be adequate, experienced, and well-versed in similar class action litigation.

17 14. The Court finds that the terms of the Settlement Agreement, including the Gross  
18 Settlement Amount of \$150,000.00 and the individual Settlement Shares, are fair, adequate, and  
19 reasonable to the Class and to each Class Member, and the Courts grants final approval of the  
20 Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the  
21 following allocations, which fall within the ranges stipulated by and through the Settlement  
22 Agreement:

23 a) The maximum amount of \$2,500.00 designated for payment to Phoenix Settlement  
24 Administration, the Settlement Administrator, is fair and reasonable. The Court  
25 grants final approval of, and orders payment of said amount to the Settlement  
26 Administrator from the Gross Settlement Amount in accordance with the  
27 Settlement Agreement.

28 b) The \$50,000.00 amount requested by Plaintiffs and Class Counsel for the Class

1 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for  
2 the Class. The Court grants final approval of, awards, and orders the Class Counsel  
3 Fees Payment to be made from the Gross Settlement Amount in accordance with  
4 the Settlement Agreement.

5 c) The \$3,000.00 in litigation costs requested by Plaintiffs and Class Counsel for  
6 reimbursement of expenses is fair and reasonable. The Court grants final approval  
7 of, and orders the Class Counsel Litigation Expenses Payment to be made from the  
8 Gross Settlement Amount in accordance with the Settlement Agreement.<sup>2</sup>

9 d) The \$7,500.00 requested by each of the two Plaintiffs for their Class Representative  
10 Payments is fair and reasonable. The Court grants final approval of, and orders the  
11 Class Representative Payments to be made from the Gross Settlement Amount in  
12 accordance with the Settlement Agreement.

13 e) The Court approves of the \$10,000.00 allocation assigned for claims under the  
14 Private Attorney General Act (PAGA) is fair and reasonable, and orders 75%  
15 thereof (i.e., \$7,500.00) to be paid from the Gross Settlement Amount to the  
16 California Labor and Workforce Development Agency (LWDA), with the  
17 remainder distributed to the Class, in accordance with the terms of the Settlement  
18 Agreement.

19 15. The Court orders the Parties to comply with and carry out all terms and provisions  
20 of the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which  
21 case the provisions of this Order shall take precedence and supersede the Settlement.

22 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's  
23 rights to continue to oppose the merits of the claims in this Action or class treatment of these  
24 claims in this case if the Settlement fails to become Final or effective, or in any other case without  
25 limitation. Neither the Settlement, this Order, nor the subsequent Court Judgment is a finding that  
26

27 <sup>2</sup> Class Counsel actually incurred litigation costs greater than the amount contemplated in the Settlement Agreement,  
28 but Class Counsel is only requesting reimbursement of litigation costs in the amount of \$3,000. The amount  
preliminarily approved by this Court and noticed to the Class.

1 certification of the Class is proper for any purpose or proceeding other than for settlement  
2 purposes.

3 17. All Participating Class Members shall be bound by the Settlement and this Order,  
4 including the release of claims in favor of Defendant and the other Released Parties as set forth in  
5 the Settlement Agreement. Class Members are permanently barred from prosecuting against  
6 Defendant and the other Released Parties any and all of Class Members' Released Claims as  
7 defined in the Settlement Agreement.

8 18. Class Representatives Khalid Abu-Dayyeh and Aminah Uwais are both bound to  
9 the general release of claims against Defendant and the other Released Parties as set forth in the  
10 Settlement Agreement, and are permanently barred from prosecuting against Defendant and the  
11 other Released Parties any and all of their released Claims as defined in the Settlement Agreement.

12 19. The Parties shall bear their own respective attorneys' fees and costs except as  
13 otherwise provided in the Settlement Agreement and approved by the Court in this Order.

14 20. The Court approves the one hundred and twenty (120) day period for cashing of  
15 checks provided in the Settlement Agreement. Any funds associated with stale checks that have  
16 not been cashed within one hundred and twenty (120) days will be deemed void and shall be  
17 distributed by the Settlement Administrator pursuant to CCP Section 384 to the *cy pres* beneficiary  
18 "State Bar of California, Justice Gap Fund".

19 21. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely  
20 for purposes of enforcing the Settlement Agreement, addressing settlement administration matters,  
21 and addressing such post-Judgment matters as may be appropriate under court rules or applicable  
22 law.

23 22. Plaintiff or the Settlement Administrator shall file with the Court a report regarding  
24 the status of distribution within one-hundred eighty (180) days after the Effective Date.

25 23. Final judgment is hereby entered in conformity with the Settlement Agreement and  
26 this Court's Preliminary Approval Order dated January 13, 2021.

27 24. The Settlement Administrator, within five (5) days of the date of this Order, shall  
28 give notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by

~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT  
AND FINAL JUDGMENT

ACKERMANN & TILAJEF, P.C.  
1180 S. BEVERLY DR., SUITE 610  
LOS ANGELES, CA 90035  
TEL: (310) 277-0614 FAX (310) 277-0635

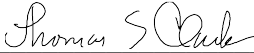
1 posting a copy of this order and judgment on its website for 60 days.

2 25. This Final Judgment is intended to be a final disposition of the above captioned  
3 action in its entirety and is intended to be immediately appealable. This Judgment resolves and  
4 extinguishes all claims released by the Settlement Agreement, against Defendant.

5  
6 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Signed: 9/8/2021 12:38 PM

7  
8 DATED: 09/08/2021

 BCV-20-102367  
9 HON. THOMAS S. CLARK  
10 JUDGE OF KERN COUNTY SUPERIOR COURT