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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Narely Garcia, Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF STANISLAUS**

10 CASSANDRA D'ANTONIO, individually,
and on behalf of other members of the general
11 public similarly situated and on behalf of other
aggrieved employees pursuant to the California
12 Private Attorneys General Act;

13 Plaintiff,

14 vs.

15 FIG HOLDINGS, LLC., a California limited
liability company; and DOES 1 through 100,
16 inclusive,

17 Defendants.

Case No.: CV-19-004015

Honorable John D. Freeland
Department 23

CLASS ACTION

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Date: October 27, 2021
Time: 8:30 a.m.
Department: 23

Complaint Filed: July 12, 2019
FAC Filed: June 17, 2020
Trial Date: None Set

1 This matter has come before the Honorable John D. Freeland in Department 23 of the
2 above-entitled Court, located at the City Towers Courthouse, 801 10th Street, Fourth Floor,
3 Modesto, California 95354, on Plaintiff Cassandra D’Antonio’s (“Plaintiff”) Motion for Final
4 Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Enhancement Award (“Motion
5 for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Schor
6 Vogelzang & Chung LLP appeared on behalf of Defendant Fig Holdings, LLC d/b/a Garden City
7 Healthcare Center (“Defendant”).

8 On April 27, 2021, the Court entered the Minute Order granting Plaintiff’s Motion for
9 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby
10 preliminarily approving the settlement of the above-entitled action (“Action”) in accordance with
11 the Class Action and PAGA Settlement Agreement and Stipulation (“Settlement,” “Agreement,”
12 or “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms
13 and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

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

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 Any and all hourly-paid, non-exempt employees who worked for Defendant
27 within the State of California at any time during the period from July 12, 2015,
28 through October 22, 2019 (“Class” or “Class Members”).

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who have not submitted
26 a timely and valid Request for Exclusion (“Settlement Class Member”) are bound by this Final
27 Approval Order and Judgment.

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1 7. The Court finds that payment of Administration Costs in the amount of \$9,000.00
2 is appropriate for the services performed and costs incurred and to be incurred for the notice and
3 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
4 Settlement Administrators, shall issue payment to itself in the amount of \$9,000.00, in accordance
5 with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Award sought is fair and reasonable for the
7 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$8,500.00 to Plaintiff Cassandra D’Antonio for her
9 Enhancement Award, according to the terms and methodology set forth in the Settlement
10 Agreement.

11 9. The Court finds that the allocation of \$200,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Payment as follows: the amount of \$150,000.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$50,000.00 to be included in the Net Settlement Amount
16 for distribution to Settlement Class Members, according to the terms and methodology set forth in
17 the Settlement Agreement.

18 10. The Court finds that the request for attorneys’ fees in the amount of \$350,000.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested Attorneys’ Fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$350,000.00 to Class Counsel for Attorneys’ Fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$13,405.21 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$13,405.21 to Class Counsel for
27 Attorneys’ Costs, in accordance with the terms and methodology set forth in the Settlement
28 Agreement.

1 12. The Court hereby enters Judgment by which Settlement Class Member shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 13. It is hereby ordered that Defendant shall fund the Gross Settlement Amount and the
5 full amount of the Employer Taxes to a Qualified Settlement Fund that is established by the
6 Settlement Administrator for the benefit of the Settlement Class Members within fifteen (15)
7 calendar days after the Effective Date, in accordance with the terms and methodology set forth in
8 the Settlement Agreement.


9 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
10 Settlement Payments to the Settlement Class Members within thirty (30) calendar days after the
11 Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

12 15. A Compliance Hearing is set for June 1, 2022 at 8:30 a.m. in Department 23 to
13 confirm full administration of the Settlement. Class Counsel shall submit a compliance report no
14 later than five (5) court days before the date of the hearing, which shall include the total amount
15 that was actually paid to the Class Members.

16 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
17 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
18 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
19 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
20 any dispute arising from or in connection with the distribution of settlement benefits.

21 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
22 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
23 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
24 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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26 Dated: 11/3/2021



HONORABLE JOHN D. FREELAND
JUDGE OF THE SUPERIOR COURT

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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 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 1, 2021 I served the foregoing document described as: **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action as follows:

Julie A. Vogelzang (julie@svclegal.com)
Lisa Hird Chung (lisa@svclegal.com)
Kim Carter (kim@svclegal.com)
SCHOR VOGELZANG LLP
2170 Fourth Avenue
San Diego, California 92101

Attorneys for Defendant

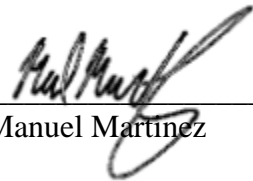
[X] BY E-MAIL:

The above-referenced document was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address(es) or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on November 1, 2021, at Glendale, California.



Manuel Martinez