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9 Attorneys for Plaintiff DAVID QUINTERO and
10 all other similarly situated persons

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES – SPRING STREET**

13 DAVID QUINTERO, on behalf of himself
14 and all others similarly situated

15 Plaintiff,

16 v.

17 HILLSIDES, a California corporation; and
18 DOES 1-20, inclusive,

19 Defendants.

Case No. BC694019

Assigned for All Purposes to:
The Hon. David S. Cunningham
Dept.SSC-11

**NOTICE OF ENTRY OF JUDGMENT AND
ORDER**

Filed: February 15, 2018
Trial Date: None Set

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1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on January 19, 2022, the Hon. David S. Cunningham of
3 Dept.: SSC-11 of the Los Angeles County Superior Court granted final approval of the class
4 action settlement in this action and issued Judgement. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Judgment and Order.

6 Dated: January 20, 2022

VERUM LAW GROUP, APC

7
8 By: _____



Sam Kim

Yoonis Han

9 Attorneys for Plaintiff DAVID
10 QUINTERO and all other similarly
11 situated persons
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EXHIBIT A

Electronically Received 1/21/7/2021 10:52 AM

FILED
Superior Court of California
County of Los Angeles
01/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Cervantes Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

DAVID QUINTERO, on behalf of himself
and all others similarly situated

Plaintiff,

v.

HILLSIDES, a California corporation; and
DOES 1-20, inclusive,

Defendants.

Case No. BC694019

Assigned for All Purposes to:
The Hon. David S. Cunningham
Dept.: SSC-11

~~PROPOSED~~ AMENDED JUDGMENT

Hearing: December 14, 2021
Time: 10:00 a.m.

Filed: February 15, 2018
Trial Date: None Set

~~PROPOSED~~ AMENDED JUDGMENT

Pursuant to the Amended Order Granting Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Judgment is entered in accordance with and incorporates by reference the Court’s Amended Order Granting Motion For Final Approval of Class Action Settlement and the definitions in the Amended Joint Stipulation Re: Settlement of Class Action (“Settlement” or “Settlement Agreement”) attached as Exhibit A to the Declaration of Sam Kim in Support

1 of Plaintiff's Motion For Final Approval of Class Action Settlement, and all terms defined
2 therein shall have the same meaning as set forth in the Settlement Agreement. Pursuant to
3 Rule 3.769 (h) of the California Rules of Court, the Court hereby enters judgment consistent
4 with and expressly set forth in the Settlement Agreement in the above-entitled case for Plaintiff
5 David Quintero and Participating Settlement Class Members.

6 2. Class Counsel shall file this Judgment, and provide the same to the Settlement
7 Administrator, who shall post the Judgment on the Settlement Administrator's website
8 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7)
9 calendar days after Judgment. The Settlement Administrator shall post a copy of this signed
10 judgment for one hundred eighty (180) calendar days on its website in compliance with Rule
11 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of
12 this Judgment.

13 3. Participating Settlement Class Members bound by this Judgment include "all
14 current and former non-exempt employees, who worked for Hillsides ("Defendant") at any
15 time between February 15, 2014 to January 10, 2021," who did not file a timely and proper
16 request for exclusion from the Action.

17 4. One valid opt out was submitted by Class Member, Hazelle Tanag, to the
18 Settlement.

19 5. The Individual Settlement Payments to Participating Settlement Class Members
20 shall be made from the Net Settlement Amount according to the terms of the Settlement
21 Agreement. The Net Settlement Amount is equal to the Gross Settlement Amount of
22 \$845,000.00 minus the following payments:

- 23 a. \$5,000.00 shall be paid to class representative Plaintiff, David Quintero;
- 24 b. \$9,500.00 in settlement administration fees and costs shall be paid to Phoenix
25 Settlement Administrator for the fees and costs of administering the Settlement;
- 26 c. \$281,656.67 in attorney's fees shall be paid to Class Counsel;
- 27 d. \$15,515.35 in costs shall be paid to Class Counsel; and

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e. \$11,250.00 shall be paid to the LWDA for its portion of the PAGA penalties¹.

6. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Participating Settlement Class Members, and Defendant for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order, and this Judgment; and (b) supervising distribution of amounts paid under this settlement.

7. The scope of the release for Class Member is as follows: “all claims alleged in the First Amended Complaint, or claims that could be alleged based on the facts alleged in the First Amended Complaint, from February 14, 2014 to January 10, 2021.” (the “Released Claims”).

8. In addition, each Participating Settlement Class Member will release Defendant, and all of its current and former agents, officers, members, owners, shareholders, directors, attorneys, partners, employees, including without limitation, their parent, subsidiary, related and affiliated companies, affiliated entities, owners. (the “Released Parties”).

9. The distribution of uncashed or undeliverable checks under the Settlement Agreement will be to the Wage Justice Center.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

01/19/2022

Dated: _____

The Hon. David S. Cunningham



David S. Cunningham / Judge

¹ The total PAGA allocation is Fifteen Thousand and Zero Cents (\$15,000.00).

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PROOF OF SERVICE

CCP §1013a(3)

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 years and not a party to the within action; my business address is 841 Apollo Street, Suite 340, El Segundo, California 90245.

On December 17, 2021, I served the foregoing document(s), described as: **[PROPOSED] AMENDED JUDGMENT**, on each of the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

Attorneys for Defendant(s) Hillside

Gregory K. Sabo
David A. Napper
Chapman, Glucksman, Dean & Roeb
11900 W. Olympic Boulevard Suite 800
Los Angeles, California 90064-1199
gsabo@cgdrblaw.com
dnapper@cgdrblaw.com

(CASE ANYWHERE): Based on a court order or an agreement of the parties to accept service by electronic transmission using Case Anywhere, I caused the documents to be sent to the persons at the electronic notification addresses listed above (or on the attached service list). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **December 17, 2021**, at El Segundo, California.



Carla Flores

Electronically Received 1/21/2021 10:52 AM

FILED

Superior Court of California
County of Los Angeles

01/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Cervantes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

DAVID QUINTERO, on behalf of himself
and all others similarly situated

Plaintiff,

v.

HILLSIDES, a California corporation; and
DOES 1-20, inclusive,

Defendants.

Case No. BC694019

Assigned for All Purposes to:
The Hon. David S. Cunningham
Dept.: SSC-11

~~PROPOSED~~ AMENDED ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS’ FEES AND COSTS

Hearing: December 14, 2021
Time: 10:00 a.m.

Filed: February 15, 2018
Trial Date: None Set

This matter came on for hearing on December 14, 2021 at 10:00 a.m., in Department SSC-11 of the above-referenced Court, located at 312 North Spring Street, Los Angeles, CA 90012, on the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs (collectively, “Motions”). Plaintiff David Quintero appeared through his attorneys of record. Defendant Hillsides appeared through its counsel of record.

Having fully reviewed and considered the Motions and moving papers, and having analyzed the Amended Joint Stipulation Re: Settlement of Class Action (“Settlement

1 Agreement”) attached as Exhibit A to the Declaration of Sam Kim filed concurrently with the
2 Motions, and the record and proceedings herein, having determined that the Settlement is fair,
3 adequate, and reasonable, and otherwise being fully informed, the Court finds, concludes, and
4 hereby orders as follows:

5 1. This Order Granting Final Approval of Class Action Settlement incorporates by
6 reference the definitions set forth in the Settlement Agreement, attached as Exhibit “A” to the
7 Declaration of Sam Kim filed with the Motions, and all terms used herein shall have the same
8 meanings as set forth in the Settlement Agreement.

9 2. The Court hereby approves the terms set forth in the Settlement Agreement and
10 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in the
11 best interests of Participating Settlement Class Members, and directs the Parties to effectuate the
12 Settlement Agreement according to its terms. The Court has jurisdiction over the subject matter
13 of this proceeding and over all Parties to this proceeding, including Participating Settlement Class
14 Members.

15 3. The Court certifies the class under California Code of Civil Procedure section 382
16 for purposes of settlement only based on the reasons set forth in this Order, and defined as
17 follows: “all current and former non-exempt employees, who worked for Hillside (“Defendant”)
18 at any time between February 15, 2014 to January 10, 2021,” who did not file a timely and proper
19 request for exclusion from the Action.”

20 4. Each Participating Class Member will release Defendant, and all of its current and
21 former agents, officers, members, owners, shareholders, directors, attorneys, partners,
22 employees, including without limitation, their parent, subsidiary, related and affiliated
23 companies, affiliated entities, owners. (the “Released Parties”) from all claims alleged in the First
24 Amended Complaint, or claims that could be alleged based on the facts alleged in the First
25 Amended Complaint, from February 14, 2014 to January 10, 2021. (“Released Claims”).
26 In addition to the Released Claims, Plaintiff acknowledges that he is aware that he or his attorneys
27 may hereafter discover claims or facts in addition to or different from those now known or
28 believed to be true with respect to the subject matter of this Settlement Agreement and/or the

1 Released Claims. Plaintiff hereby fully release and forever discharges the Released Parties from
2 any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts,
3 liabilities, demands, obligations, attorney’s fees, costs, and any other form of relief or remedy in
4 law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected,
5 accrued or not yet accrued, asserted or not asserted, (exclusive of any workers’ compensation
6 claims), including but not limited to: (1) the Action and any claims arising out of or related to the
7 Action; (2) any claims for wrongful termination, discrimination, harassment, and/or retaliation;
8 (3) any act, omission, or occurrence arising out of or related to Plaintiff’s employment with
9 Defendant occurring on and before the Final Effective Date of the Settlement; and (4) and any
10 other form of relief or remedy of any kind, nature, or description whatsoever, whether premised
11 on statute, contract, tort or other theory of liability under state, federal or local law. Plaintiff
12 hereby agrees that, notwithstanding § 1542 of the California Civil Code, all claims that Plaintiff
13 may have, known or unknown, suspected or unsuspected, are hereby released. Section 1542
14 provides: “A general release does not extend to claims that the creditor or releasing party does
15 not know or suspect to exist in his or her favor at the time of executing the release and that, if
16 known by him or her, would have materially affected his or her settlement with the debtor or
17 released party.” Plaintiff expressly waives the provisions of § 1542 with full knowledge and with
18 the specific intent to release all known or unknown, suspected or unsuspected claims arising on
19 or before the Effective Date of the Settlement, and therefore specifically waives the provisions
20 of any statute, rule, decision or other source of law of the United States or of any state of the
21 United States or any subdivision of a state which prevents release of unknown claims.

22 5. The distribution of the Notice of Proposed Class Action Settlement (“Class
23 Notice”) to the Class as set forth in the Settlement Agreement has been completed in conformity
24 with the Preliminary Approval Order. The Class Notice provided adequate notice of the
25 proceedings and about the case, including the proposed settlement terms as set forth in the
26 Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class
27 Notice was sent via U.S. Mail in English to all persons entitled to such notice and to all Class
28 Members who could be identified through reasonable effort. As executed, the Class Notice as

1 the best notice practicable under the circumstances. Class Members were afforded the
2 opportunity to exclude themselves or object to the Settlement. No Class Member objected to the
3 Settlement, and one valid Opt-Out Request was made by Class Member, Hazelle Tanag, to the
4 Settlement.

5 6. The Court finds that the Settlement Agreement has been reached as a result of
6 informed and non-collusive arms-length negotiations. Consummation of the Settlement in
7 accordance with the terms and provisions of the Settlement Agreement is therefore approved.
8 The Settlement Agreement shall be binding upon all Class Members who did not timely opt out.

9 7. The Settlement Agreement is not an admission by Defendant, nor is this Order a
10 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
11 the Settlement Agreement, or any document referred to herein, or any action taken to carry out
12 the Settlement Agreement, shall be construed or deemed to be an admission of liability,
13 culpability, negligence, or wrongdoing on the part of Defendant.

14 8. The Court hereby confirms that Plaintiff David Quintero (“Plaintiff”) is approved
15 as the Class Representative in this Action. The Court further awards a Service Award of
16 \$5,000.00 to Plaintiff. The payment of the Service Award to the Plaintiff shall be made in
17 accordance with the terms of the Settlement Agreement.

18 9. The Court hereby approves Sam Kim and Yoonis Han of Verum Law Group, APC
19 (“Verum”) as Class Counsel, and awards attorneys’ fees in the amount of \$281,656.67 to Verum.
20 The Court hereby awards costs in the amount of \$15,515.35 to Verum. These amounts shall be
21 final payment for and completely satisfy any and all attorneys’ fees and costs incurred by and/or
22 owed to Class Counsel. The Court finds that Class Counsel’s requested attorneys’ fees and costs
23 fall within the range of reasonableness. The payment of fees and costs to Class Counsel shall be
24 made in accordance with the Settlement Agreement.

25 10. The Court further approves the payment of \$9,500.00 to Phoenix Settlement
26 Administrators for the fees and costs of administering the Settlement as set forth in the Settlement
27 Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms
28 of the Settlement Agreement.

1 11. The Court further approves the payment of \$11,250 (75% of \$15,000.00 PAGA
2 Penalty) payable to the LWDA.

3 12. The Settlement Administrator shall promptly calculate and mail the checks to
4 Participating Settlement Class Members and cause to be paid attorneys' fees, costs, and the
5 Service Award to Plaintiff, as approved by the Court and in accordance with the terms of the
6 Settlement Agreement. Participating Settlement Class Members must cash his or her Check
7 within One Hundred Eighty (180) days after it is mailed to him or her. Any Check that is not
8 negotiated within One Hundred Eighty (180) days of mailing to a Participating Settlement Class
9 Member, or that is undeliverable, shall be distributed to the Wage Justice Center.

10 13. The Settlement Administrator is ordered to mail Checks to Participating
11 Settlement Class Members by January 31, 2022 and the deadline to cash Checks will be July 30,
12 2022.

13 14. The Court finds that there is good cause pursuant to Code of Civil Procedure
14 section 384 to transmit unclaimed funds in this manner.

15 15. The Parties agree that, upon final approval of the Settlement, the Court shall enter
16 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
17 construction, interpretation, implementation and enforcement of the Settlement Agreement
18 according to its terms, and over the administration and distribution of the settlement proceeds.

19 16. The Order shall be entered pursuant to the Settlement Agreement and is intended
20 to effectuate the settlement as more fully described in the Settlement Agreement. In the event
21 that the Settlement does not become effective in accordance with the terms of the Settlement
22 Agreement, then this Order shall be rendered null and void to the extent provided by and in
23 accordance with the Settlement Agreement and shall be vacated.

24 17. Pursuant to Code of Civil Procedure section 384(b), the Settlement Administrator
25 shall submit a declaration concerning the total amount that was actually paid to Settlement Class
26 Members, and to be filed by Class Counsel by August 5, 2022, which shall contain the following
27 information: (1) the date the checks were mailed; (ii) the total number of checks mailed to
28 Settlement Class Members; (iii) the average amount of those checks; (iv) the number of checks

1 that remain uncashed; (v) the total value of those uncashed checks; (vi) the average amount of
2 the uncashed checks; (vii) the nature and date of the disposition of those unclaimed funds. After
3 the report is received, the Court shall review the stipulation and proposed order and Proposed
4 Amended Judgement, as set forth below.

5 18. Thirty (30) days after the final report is filed with the Court, the parties shall
6 prepare and file a stipulation and proposed order and Proposed Amended Judgment. The
7 stipulation and proposed order shall include, inter alia, the amount of the distribution of unpaid
8 cash residue, and unclaimed or abandoned funds to the non-party, the accrued interest on that
9 sum and any other information required to be set forth pursuant to Section 68520 of the
10 Government Code, as incorporated into CCP Section 384.5.

11 19. The stipulation shall be signed by counsel for the class, defendant's counsel and
12 counsel for (or an authorized representative of) the non-party ("cy pres") recipient. The
13 stipulation shall include a statement to the effect that all interested persons are in accord with the
14 amended judgment and have no objection to the entry of an amended judgment. If there are
15 objections by any party, class counsel shall immediately notify the court and the matter will be
16 set for further hearing.

17 20. The Court orders class counsel to file a final report summarizing all distributions
18 made pursuant to the approved settlement, supported by declaration.

19 21. The court sets a non-appearance Final Report Hearing for September 14, 2022 at
20 8:30 a.m., to confirm that distribution efforts are fully completed, including the distribution of
21 uncashed checks to the Wage Justice Center, that the Administrator's work is complete, and that
22 the court's file thus may be closed. All supporting papers must be filed at least two weeks before
23 the Final Report Hearing date.

24 **IT IS SO ORDERED.**

25 Dated: 01/19/2022
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27 _____
28 *The Hon. David S. Cunningham*

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite
6 340, El Segundo, California 90245.

7 On December 17, 2021, I served the foregoing document(s), described as: **[PROPOSED]**
8 **AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
9 **AND MOTION FOR ATTORNEYS' FEES AND COSTS**, on each of the interested parties in this
action by placing a true copy thereof enclosed in sealed envelopes addressed as follows (or as
addressed on the attached mailing list):

10 Attorneys for Defendant(s) Hillside

11 Gregory K. Sabo
12 David A. Napper
13 **Chapman, Glucksman, Dean & Roeb**
14 11900 W. Olympic Boulevard Suite 800
15 Los Angeles, California 90064-1199
gsabo@cgdrblaw.com
dnapper@cgdrblaw.com

16 **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept
17 service by electronic transmission using Case Anywhere, I caused the documents to be sent
18 to the persons at the electronic notification addresses listed above (or on the attached service
19 list). I did not receive, within a reasonable time after the transmission, any electronic
message or other indication that the transmission was unsuccessful.

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

22 Executed on **December 17, 2021**, at El Segundo, California.

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24 _____
25 Carla Flores

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PROOF OF SERVICE

CCP §1013a(3)

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 years and not a party to the within action; my business address is 841 Apollo Street, Suite 340, El Segundo, California 90245.

On January 20, 2022, I served the foregoing document(s), described as: **NOTICE OF ENTRY OF JUDGMENT AND ORDER**, on each of the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

Attorneys for Defendant(s) Hillside

Gregory K. Sabo
David A. Napper
Chapman, Glucksman, Dean & Roeb
11900 W. Olympic Boulevard Suite 800
Los Angeles, California 90064-1199
gsabo@cgdrblaw.com
dnapper@cgdrblaw.com

(CASE ANYWHERE): Based on a court order or an agreement of the parties to accept service by electronic transmission using Case Anywhere, I caused the documents to be sent to the persons at the electronic notification addresses listed above (or on the attached service list). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **January 20, 2022**, at El Segundo, California.



Carla Flores