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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SHAUN JONES, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

THE CHRYSALIS CENTER, a
California business organization, and
DOES 1 through 250, inclusive,

Defendants.

CASE NO. BC706916

Judge: Honorable Kenneth Freeman

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

File Date: May 22, 2018

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
03/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: B. Guerrero Deputy

1 On March 3, 2022 at 11:00 a.m., the Court heard the Parties’ application for final approval
2 of the Settlement set forth in the “Second Amended Joint Stipulation of Class Action Settlement
3 and Release” (the “Second Amended Joint Stipulation of Settlement”). Capitalized terms used in
4 this Judgment are as defined in the Second Amended Joint Stipulation of Settlement. The Court
5 has considered all papers filed, and the other information presented, and based on those papers and
6 information presented,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

8 1. This Court has jurisdiction over the subject matter of the Action and over all parties
9 to the Action, including all members of the Settlement Class and all Aggrieved Employees.

10 2. The Settlement Class is defined as the following: All persons employed by
11 Defendant in a Job Position during any portion of the Class Period. The Settlement Class shall
12 include any heirs, successors, or assigns or purported assigns of the above-described persons. The
13 “Job Positions” included in the Settlement Class are the following non-exempt hourly job
14 positions with Defendant: (a) crew member or supervisor (excluding operations supervisor) in
15 Defendant’s Roads Division; (b) general laborer in Defendant’s Staffing Division; or (c) sweeper,
16 driver, lead, or supervisor (excluding operations supervisor) in Defendant’s Works Division. The
17 “Class Period” means the time period from and including May 22, 2014 through and including
18 January 31, 2021. The “Aggrieved Employees” are defined as mean Settlement Class Members
19 (including any Opt Outs) who worked in a Job Position during any portion of the PAGA Period.
20 The “PAGA Period” means May 22, 2017 to January 31, 2021.

21 3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California
22 Rules of Court, , and pursuant to California Labor Code section 2699(1)(2), the Court grants final
23 approval of the Settlement as set forth in the Second Amended Joint Stipulation of Settlement. For
24 settlement purposes only, the Court finds that Plaintiff Shaun Jones is an adequate representatives
25 of the Settlement Class and appoints him as such. The Court also approves a representative action
26 under the Private Attorneys General Act, California Labor Code section 2698 et. seq. (“PAGA”)
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1 on behalf of the Aggrieved Employees and finds that Shaun Jones is also an adequate
2 representative of the Aggrieved Employees.

3 4. The Court finds that Joseph Lavi and Vincent C. Granberry and Anwar Burton of
4 Lavi & Ebrahimiyan, LLP have adequately represented the Class and the Aggrieved Employees and
5 are appointed as Class Counsel, and that Ronald L. Zambrano of West Coast Employment
6 Lawyers, APLC is also appointed as counsel for the Aggrieved Employees and has acted
7 adequately in that capacity.

8 5. The Court finds that said Settlement is, in all respects, fair, reasonable, and
9 adequate to the Settlement Class and Aggrieved Employees when balanced against the probable
10 outcome of extensive and costly litigation. Substantial investigation and research have been
11 conducted such that counsel for the Parties are reasonably able to evaluate their respective
12 positions. It appears to the Court that Settlement will avoid substantial additional costs by all
13 Parties, as well as the delay and uncertainties that would be presented by further prosecution of the
14 Action. The Court finds the Settlement that has been reached is the result of intensive, non-
15 collusive, arm's-length negotiations, mediation with an experienced, third-party neutral.

16 6. The Court determines that the Parties complied with the distribution of the Notice
17 to the Settlement Class and Aggrieved Employees in the manner and form set forth in the
18 Preliminary Approval Order, that the Notice provided to the Settlement Class and Aggrieved
19 Employees was the best notice practicable under the circumstances, and that the Notice constituted
20 due and sufficient notice to all persons entitled to such notice.

21 7. The procedures required by the Preliminary Approval Order have been carried out
22 and satisfy due process requirements such that all absent Settlement Class Members have been
23 given the opportunity to participate fully in the exclusion and the approval process, and all
24 Aggrieved Employees have been given adequate opportunity to be heard and to participate in the
25 approval process.

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1 8. There were 3 valid Requests for Exclusion to the Settlement in response to the
2 Class Notice. The names of those Opt Outs are: Mark Owen Clark, Tierra Shi Ann Payne, and
3 Gilbert D. Vargas.

4 9. The Settlement Class, including Plaintiff and all the Settlement Class Members
5 who have not submitted a valid and timely Request for Exclusion, shall be deemed conclusively to
6 have made the following releases as set forth in the Joint Stipulation of Settlement, which shall
7 have the force and effect of res judicata as to each of them:

8 The “Released Parties” means: (a) Defendant and each and all past
9 or present partners, parents, subsidiaries, or affiliates (regardless
10 whether such partners, parents, subsidiaries, or affiliates are
11 individuals, corporations, partnerships, limited partnerships, limited
12 liability companies, or other forms of entity) of Defendant; (b) each
13 and all of the predecessor or successor entities of any of those
14 entities identified in subparagraph (a); (c) any other individuals or
15 entities of any kind, including but not limited to any payroll
16 companies, which have been or could be alleged to be in any manner
17 responsible (whether on an alter ego, joint employer, integrated
18 enterprise, or any other theory) for any violations described in the
19 releases below and occurring as a result of employment in a Job
20 Position; and (d) all past and present directors, officers,
21 representatives, insurers, agents, shareholders, partners, members,
22 lawyers, and employees of any of the individuals or entities
23 identified in subparagraphs (a), (b), or (c).

24 Each Settlement Class Member who did not properly opt out (an
25 “Authorized Claimant”) shall be hereby deemed fully, finally, and
26 forever to have released and discharged each and every one of the
27 Released Parties from all claims, demands, rights, liabilities, and
28 causes of action: (a) arising in whole or in part, during the Class
Period, for any of the following: any alleged or actual failure to
provide proper, accurate, timely, adequately descriptive, or
complete, wage statements or pay stubs; any alleged or actual failure
to timely, fully, properly, or completely pay, or any alleged or actual
failure to properly calculate, any minimum wages, regular wages,
overtime premium wages, meal or rest period premium wages, or
other wages owed to Authorized Claimants; any alleged or actual
failure to comply with meal or rest period requirements; any actual
or alleged failure to timely pay all wages or compensation owed to a
fired, quitting, or otherwise departing employee; any alleged or
actual unfair business practices or any alleged or actual violations of
the Private Attorneys General Act, Labor Code section 2699 et seq.
 (“PAGA”) which derive from the foregoing types of released
matters; or any alleged or actual failure to pay any interest or
penalties owed as a result of any of the foregoing; or (b) in any
manner arising out of any of the other facts or legal theories alleged
or asserted in the Action, whether formally raised in a complaint or

1 otherwise (collectively, the “Released Claims”).

2 The Released Claims include without limitation, but in each case
3 only to the extent described in the preceding paragraph, claims
4 arising under or out of: (a) any federal or California wage, wage
5 statement, meal or rest period, payment, overtime, or related laws
6 (including, but not limited to, the Fair Labor Standards Act and the
7 California Labor Code; (b) any unfair competition laws as defined in
8 California Business and Professions Code Section 17200 et seq.; and
9 (c) any claims for declaratory or injunctive relief or for monetary
10 compensation, whether in the form of wages, damages, penalties,
11 restitution, costs, attorneys’ fees, interest, or otherwise.

12 Each Aggrieved Employee shall hereby deemed fully, finally, and
13 forever to have released and discharged each and every one of the
14 Released Parties from all PAGA claims arising out of the above-
15 described matters.

16 The Released Claims and PAGA claims released by each Aggrieved
17 Employee include all above-described claims whether known or
18 unknown, suspected or unsuspected without regard to the
19 subsequent discovery or existence of previously unknown or
20 additional facts.

21 10. The Released Claims and PAGA claims released by Aggrieved Employees include
22 all claim described in Paragraph 9 above whether or not any Settlement Class Member or
23 Aggrieved Employee has directly or indirectly assigned, transferred, encumbered, or purported to
24 assign, transfer, or encumber, to any person or entity, whether by operation of law or otherwise,
25 any portion of any Released Claims or PAGA claims released by the Aggrieved Employees.

26 11. All Authorized Claimants and Aggrieved Employees shall be bound by all of the
27 releases and other terms of the Second Amended Joint Stipulation of Settlement and this
28 Judgment, whether or not they actually receive or cash their settlement checks, and shall not be
permitted to seek any further payment or any personal relief of any kind, including any payment
for damages, wages, compensation, fees, costs, penalties, or interest, other than their respective
Individual Settlement Payments, on account of the claims released.

12. Each Authorized Claimant and Aggrieved Employee shall not hereafter,
individually or as a representative member of a class, file any civil action, lawsuit, grievance,
demand for arbitration, charge, claim, and/or administrative complaint against Defendant or any of
the Released Parties, based upon any the claims releases.

1 13. The Settlement is not an admission by Defendant or any Released Party, nor is this
2 Judgment a finding of the validity of any wrongdoing by Defendant or any Released Party.
3 Neither the Second Amended Joint Stipulation of Settlement or the predecessor settlement
4 agreements, nor any document referenced in them, nor any action taken to carry out the Second
5 Amended Joint Stipulation of Settlement or the predessor settlement agreements: (a) will be
6 construed as or used as an admission of liability by Defendant or any Released Party or an
7 admission that any of Defendant’s defenses in the Action are without merit; or (b) will be
8 disclosed, referred to, or offered in evidence against Defendant or any Released Party in any
9 proceeding, except for purposes of effectuating the Settlement; provided, however, the Settlement
10 may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in
11 defense of any claims released or barred by the Settlement or this Judgment.

12 14. Within five (5) business days after the Effective Date, Defendant will provide the
13 Maximum Settlement Amount and the employer’s share of Wage Withholdings to the Claims
14 Administrator.

15 15. The Court approves class representative enhancement fees to Plaintiff Shaun Jones
16 in the amount of Nine Thousand Nine Hundred Dollars and No Cents (~~\$9,900.00~~), which the
17 Court determines to be fair and reasonable.

18 16. The Court awards attorneys’ fees to Lavi & Ebrahimian, LLP, in the amount of
19 Two Hundred Seven Thousand Dollars and No Cents (\$207,000.00) and attorney’s fees to West
20 Coast Employment Lawyers, APLC in the amount of Twenty-Three Thousand Dollars and No
21 Cents (\$23,000.00), which the Court determines to be fair and reasonable.

22 17. The Court awards costs to Lavi & Ebrahimian, LLP, in the amount of Seventeen
23 Thousand Three Hundred Seventy-Five Dollars and Eighty-One Cents (\$17,375.81), which the
24 Court determines to be fair and reasonable.

25 18. The Court approves a payment of Fifteen Thousand Dollars and No Cents
26 (\$15,000.00) to California’s Labor and Workforce Development Agency.

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1 19. The Court approves a payment of Thirty-Three Thousand Seven Hundred Fifty
2 Dollars and No Cents (\$33,750.00) to Phoenix for services as claims administrator.

3 20. The Claims Administrator shall make payments to the Settlement Class Members,
4 Aggrieved Employees, Class Counsel, the LWDA, Plaintiff, and to itself within ten (10) business
5 days after the Effective Date in accordance with the terms of the Amended Joint Stipulation of
6 Settlement.


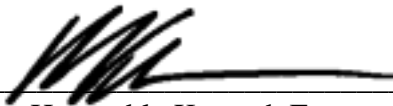
7 21. The Parties shall bear all their own costs and attorneys' fees, except as otherwise
8 set forth in the Amended Joint Stipulation of Settlement or this Judgment.

9 22. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the
10 finality of this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of
11 the Judgment.

12 23. Notice of Entry of this Judgment may be served on the Settlement Class through
13 service upon Class Counsel and posting on the Claims Administrator's website.

14 24. Any uncashed settlement checks shall [be deposited with the California unclaimed
15 property fund] [revert to Defendant].

16 25. The Parties are directed to provide a report to the Court on or before ~~FCJ DECG~~
17 on the status of the distribution of the class settlement proceeds.

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19 Dated: 03/03/2022
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21 The Honorable Kenneth Freeman
22 Judge of the Superior Court
23 Kenneth R. Freeman / Judge
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