

RASTEGAR LAW GROUP, APC

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Farzad Rastegar (SBN: 155555)
farzad@rastegarlawgroup.com
Douglas W. Perlman (SBN: 167203)
douglas@rastegarlawgroup.com
RASTEGAR LAW GROUP, APC
22760 Hawthorne Boulevard., Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
09/30/2022 at 10:31:00 AM
Clerk of the Superior Court
By Andrea Naranjo, Deputy Clerk

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DALILA VALENCIA, individually, and on
behalf of all other similarly situated current and
former employees of Defendants;

PLAINTIFF,

vs.

VISTA HILL FOUNDATION, a Domestic
Nonprofit Organization; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2021-00012102-CU-OE-CTL

[Assigned for all purposes to the Hon. Joel R. Wohlfeil, Dept. C-73]

~~PROPOSED~~ ORDER AND JUDGMENT OF FINAL APPROVAL

Date: September 30, 2022
Time: 9:00 a.m.
Dept.: C-73

1 WHEREAS, in or about November, 2021, the Defendant and Named Plaintiff, on behalf
2 of herself and as representative of the class, entered into a Joint Stipulation of Class Action
3 Settlement ("the Settlement Agreement") intended to resolve this litigation;

4 WHEREAS, the Settlement Agreement sets forth the terms and conditions for a proposed
5 settlement;

6 WHEREAS, on April 22, 2022, the Court granted Plaintiffs' Motion for Preliminary
7 Approval of the Settlement Agreement;

8
9 WHEREAS, the Court has before it Plaintiffs' Motion for Final Approval of Class Action
10 Settlement and supporting Declarations of Douglas W. Perlman, the Named Plaintiff, and the
11 Settlement Administrator;

12 WHEREAS, the Court has heard the attorneys for the parties with respect to the proposed
13 settlement;

14 WHEREAS, the Court is satisfied that the settlement set forth in the Settlement
15 Agreement was the result of good-faith, arm's length settlement negotiations between competent
16 and experienced counsel for both the Plaintiffs and Defendant; and,

17 WHEREAS, due and adequate notice having been given to the Settlement Class as
18 required by the Preliminary Approval Order, and the Court having considered all papers filed
19 and proceedings had herein and otherwise been fully informed, and good cause appearing
20 therefore,

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECLARED that:

22 1. This Court has jurisdiction over the subject matter of the Class Action and over all
23 Parties to the Class Action, including all Members of the Settlement Class.

24 2. The Court conducted a hearing in April, 2022, on the Parties' Settlement
25 Agreement for the Class, and after fully considering all supporting papers, evidence, and
26 arguments, granted preliminary approval of the Settlement Agreement, and further found that the

1 proposed Notice to the Class Members met all constitutional and statutory requirements,
2 including due process. The Court finds that notice to the Settlement Class, including the mailing
3 of the Class Notice, as set forth in the Settlement Agreement, has been completed in conformity
4 with the Preliminary Approval Order, including individual notice to all Class Members who
5 could be identified through reasonable effort. The Court finds that said notice was the best
6 notice practicable under the circumstances, which satisfied the requirements of law and due
7 process, and was reasonably calculated, under all the circumstances, to apprise interested parties
8 of the pendency of the action and afford them the opportunity to present their objections. The
9 Court finds and determines that this notice procedure afforded due and adequate protections to
10 Settlement Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the Settlement Agreement based on the response of the Settlement Class.
12 The Class Notice provided due and adequate notice of the proceedings of the matters set forth
13 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
14 entitled to such notice, and the Class Notice fully satisfied the requirements of due process. The
15 Court finds that no member of the Settlement Class filed written objections to the proposed
16 settlement as part of this notice process and that no member of the Settlement Class stated an
17 intention to appear at the final approval hearing.

18 3. Subsequently, and in accordance with the Court's Preliminary Approval Order,
19 and the Notice to Class Members of the Class Action Settlement, the Court conducted a further
20 hearing on September 30, 2022, for the purpose of considering the final approval of the Class
21 Settlement, and the Court after fully considering all supporting papers, evidence and arguments,
22 and having reviewed the declaration of the Settlement Administrator regarding the giving of the
23 Notice to Class Members of Class Action Settlement in accordance with the Court's Preliminary
24 Approval Order, and having fully and carefully considered said matters, good cause appearing,
25 the Court issues its Order and Judgment of Final Approval of Class Action Settlement, finding
26 said settlement to be fair, reasonable, and adequate to the Settlement Class and to each Class

1 Member. The Settlement is hereby ordered finally approved and all terms and provisions of the
2 Settlement Agreement are ordered to be completed.

3 4. The Court further finds and determines that the Settlement Payments to be paid to
4 eligible, participating Settlement Class Members are fair and reasonable. The Court hereby gives
5 final approval to those amounts and orders that the Settlement Payments be made to the eligible,
6 participating Settlement Class Members in accordance with the terms of the Settlement
7 Agreement.

8 5. This Court hereby approves the settlement set forth in the Settlement Agreement
9 including the settlement awards, released claims, and other terms therein, and directs the Parties
10 to effectuate the settlement according to its terms. The Settlement Agreement is hereby deemed
11 incorporated herein as if expressly set forth, and has the full force and effect of an order and
12 judgment of this Court.

13 6. The Court finds and determines that the payment to be made to Class Counsel in
14 the sum of \$284,375.00 in attorneys' fees and \$13,346.80 in costs is fair and reasonable. The
15 Court finds and determines that the payment to be made to the Settlement Administrator in the
16 sum of \$15,000.00 is fair and reasonable. The Court finds and determines that the payment to be
17 made to the California Labor and Workforce Development Agency to satisfy alleged Labor
18 Code violations pursuant to the California Labor Code's Private Attorneys General Act of 2004
19 ("PAGA") in the sum of \$22,500.00 is fair and reasonable. The Court finds that the payment to
20 the Class Representative in the amount of \$10,000.00 for her enhancement is fair and
21 reasonable. The Court gives final approval to the foregoing payments and orders that the
22 payments be made in accordance with the terms of the Settlement Agreement.

23 7. The Settlement Agreement is not an admission by Defendant, nor is this final
24 approval order and judgment, a finding of the validity of any claims in the Class Action, or of
25 any wrongdoing by Defendant. Furthermore, the Settlement Agreement is not a concession by
26 Defendant and shall not be used as an admission of any fault, omission or wrongdoing by
27

1 Defendant. Neither this final approval order and judgment, the Settlement Agreement, any
2 document referred to herein, any exhibit to any document referred to herein, any action taken to
3 carry out the Settlement Agreement, nor any negotiations or proceedings related to the
4 Settlement Agreement is to be construed as, or deemed to be evidence of, or an admission or
5 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
6 evidence in any action or proceeding against the Parties hereto in any Court, administrative
7 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
8 Order and Judgment. This Final Approval Order and Judgment, the Settlement Agreement and
9 exhibits thereto, and any other papers and records on file in the Class Action may be filed in this
10 Court or any other action as evidence of the settlement by Defendant to support a defense of res
11 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar
12 defense as to the released claims (as defined in the Settlement Agreement).

13 8. The Court hereby enters final judgment in the action in accordance with the terms
14 of the Settlement Agreement.

15 9. Without affecting the finality of this Order and Judgment in any way pursuant to
16 CRC Rule 3.769(h), the Court shall retain continuing jurisdiction over: (a) interpretation,
17 implementation and enforcement of the class settlement in this action, and (b) enforcement and
18 administration of the Settlement Agreement, and any and all related matters, and all Settling
19 Parties, Settlement Class Members, and counsel for each hereby specially submit to the
20 jurisdiction of the Court for the purposes of implementing and enforcing the Settlement
21 Agreement.

22 10. Nothing in this Final Approval Order and Judgment shall preclude any action to
23 enforce the Parties' obligations under the Settlement Agreement, including the requirement that
24 Defendant make the Settlement Payments to the eligible, participating Settlement Class
25 Members in accordance with the Settlement.

1 11. Pursuant to CRC 3.771, the judgment in this action shall be binding on Named
2 Plaintiff, and all of the Settlement Class members.

3 12. The Parties shall bear their own costs and attorneys' fees, except as otherwise
4 provided by the Settlement Agreement and this Order regarding Class Counsels' Fees and Costs,
5 the Class Representative enhancement, and the Settlement Administrator's Costs.

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7 **IT IS SO ORDERED.**

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9 DATED: 09/30/2022



10 HON. JOEL R. WOHLFEIL
11 Judge of the Superior Court
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