

MAY 17 2023

BY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

IGNACIO PEREZ, and LISZANDRA
PADILLA, individually, and on behalf of other
members of the general public similarly
situated; and KAREN RIOS, individually, and
on behalf of other members of the general
public similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

vs.

COMMUNICARE HEALTH CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CV-2019-469

Honorable Timothy Fall
Department 11

CLASS ACTION

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

Date: May 17, 2023
Time: 9:00 a.m.
Department: 11

Complaint Filed: March 7, 2019
FAC Filed: June 4, 2019
SAC Filed: September 5, 2019
TAC Filed: December 12, 2019
FAC Filed: June 28, 2022
Trial Date: None Set

1 This matter has come before the Honorable Timothy Fall in Department 11 of the above-
2 entitled Court, located at 1000 Main Street, Woodland, California 95695, on Plaintiffs Ignacio
3 Perez, Liszandra Padilla, and Karen Rios's (together, "Plaintiffs") Motion for Final Approval of
4 Class Action Settlement, Attorneys' Fees and Litigation Costs, and Enhancement Payments
5 ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and
6 Medina McKelvey LLP appeared on behalf of Defendant Communicare Health Centers
7 ("Defendant").

8 On November 30, 2022, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Amended Joint
11 Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 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 and the Preliminary Approval Order.

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 All current and former hourly-paid or non-exempt employees (excluding
27 licensed clinicians) who worked for Defendant within the State of California at
28 any time during the Class Period ("Class" or "Class Members").

1 4. The Notice of Proposed Class Action Settlement and Workweeks Dispute Form
2 ("Notice Packet") that was provided to the Class Members, fully and accurately informed the Class
3 Members of all material elements of the Settlement and of their opportunity to participate in, object
4 to or comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable
5 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Notice fairly and adequately described the Settlement and provided the Class
8 Members with adequate 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 Plaintiffs' 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 with
21 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 do not opt out of
26 the Settlement ("Settlement Class Member") are bound by this Final Approval Order and
27 Judgment.

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1 7. The Court finds that the allocation of \$65,000.00 toward penalties under the
2 California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
3 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
4 Penalties as follows: the amount of \$48,750.00 to the California Labor and Workforce
5 Development Agency, and the amount of \$16,250.00 to be included in the Net Settlement Fund
6 for distribution to the Settlement Class Members who worked for Defendant during the PAGA
7 Period, according to the terms and methodology set forth in the Settlement Agreement.

8 8. The Court finds that payment of Administration Costs in the amount of \$8,000.00
9 is appropriate for the services performed and costs incurred and to be incurred for the notice and
10 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
11 Settlement Administrators, shall issue payment to itself in the amount of \$8,000.00, in accordance
12 with the terms and methodology set forth in Settlement Agreement.

13 9. The Court finds that the Enhancement Payments sought are fair and reasonable for
14 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
15 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Ignacio Perez and Karen
16 Rios, and \$2,500.00 to Plaintiff Liszandra Padilla for their Enhancement Payments, according to
17 the terms and methodology set forth in the Settlement Agreement.

18 10. The Court finds that the request for attorneys' fees in the amount of \$262,500.00 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 \$262,500.00 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 \$17,361.86 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$17,361.86 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28 forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Settlement Class Members 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 Notice Packet.

4 13. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
5 (minus the \$200,000.00 Prior Payment Credit for settlement payments Defendant already made to
6 Class Members) into an interest-bearing account established by the Settlement Administrator
7 within fourteen (14) calendar days following the Effective Date, in accordance with the terms and
8 methodology set forth in 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 twenty-one (21) calendar days
11 following the Effective Date, according to the methodology and terms set forth in the Settlement
12 Agreement.

13 15. Individual Settlement Payment checks issued to Settlement Class Members will
14 remain valid and negotiable for 180 calendar days from the date the checks are issued, and
15 thereafter, shall be cancelled. The funds associated with any Individual Settlement Payment checks
16 remaining uncashed after one hundred and eighty (180) calendar days of mailing shall be paid to
17 Legal Services of Northern California. After the 180-day check-cashing deadline, the attorneys for
18 the Parties shall file a stipulation to amend the judgment that sets forth the total amount paid to
19 Settlement Class Members and the amount of unpaid residue, plus any interest on such funds, to
20 be paid to the *cy pres*.

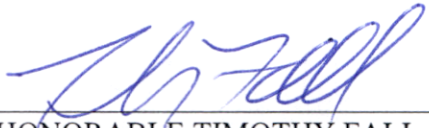
21 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
22 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
23 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
24 resolve any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

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

3
4 Dated: _____

5/17/23



HONORABLE TIMOTHY FALL
JUDGE OF THE SUPERIOR COURT