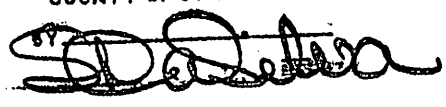


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FILED
2018 MAY 22 PM 1:44
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS



7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF STANISLAUS

9 DAVID MUNOZ, individually, and on behalf
10 of other members of the general public
similarly situated; LOSI ROSAS PUNZO,
11 individually, and on behalf of other members
of the general public similarly situated and on
12 behalf of other aggrieved employees pursuant
to the California Private Attorneys General
13 Act;

14 Plaintiffs,

15 vs.

16 GOLDEN VALLEY HEALTH CENTERS, a
California corporation; and DOES 1 through
17 100, inclusive,

18 Defendants.

Case No.: 2012621

Honorable Roger M. Beauchesne
Department 24

CLASS ACTION

**FINAL APPROVAL
ORDER AND JUDGMENT**

Date: April 27, 2018
Time: 8:30 a.m.
Department: 24

Complaint Filed: January 27, 2015
FAC Filed: March 10, 2016
Jury Trial Date: None Set

APR - 6 2018 QMK

1 This matter has come before the Honorable Roger M. Beauchesne in Department 24 of
2 the above-entitled Court, located at the City Towers Courthouse, 6801 10th Street, Modesto,
3 California 95354, on Plaintiffs David Munoz and Losi Rosas Punzo's ("Plaintiffs") Motion for
4 Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Awards
5 ("Motion for Final Approval"). Lawyers for Justice, PC ^{did not} appear on behalf of Plaintiffs and
6 Littler Mendelson, P.C. ^{did not} appear on behalf of Defendant Golden Valley Health Centers
7 ("Defendant").

5/15/18

8 On December 22, 2017, the Court entered an 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 Class Action and
11 PAGA Settlement Agreement and Release of Claims ("Settlement," "Agreement," or
12 "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 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
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
25 The Class is hereby defined to include:

26 All current and former hourly-paid or non-exempt individuals employed by
27 Defendant within the State of California at any time during the period from
28 January 27, 2011 to January 18, 2017.

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1 4. The Notice of Class Action Settlement (“Notice”) that was provided to the Class
2 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
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 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
10 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.
11 More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
13 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
14 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
15 has considered all of the evidence presented, including evidence regarding the strength of the
16 Plaintiffs’ case; 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 the Settlement and that there was only one (1) valid and timely Request
20 for Exclusion submitted by a Class Member to the Settlement Administrator. Accordingly, the
21 Court hereby directs that the Settlement be affected in accordance with the Settlement
22 Agreement and the following terms and conditions.

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

1 7. The Court finds that Class Member, Blanca Reyes, has timely and validly opted
2 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

3 8. It is hereby ordered that Defendant shall transmit the Gross Settlement Fund to
4 the Settlement Administrator within fifteen (15) business days of the Effective Date, in
5 accordance with the Settlement Agreement.

6 9. It is hereby ordered that the Settlement Administrator, KCC Class Action
7 Services, LLC ("KCC"), shall issue payment to itself in the amount of \$22,773.63 for the
8 services performed and costs incurred for the notice and settlement administration process, in
9 accordance with the Settlement Agreement.

10 10. It is hereby ordered that the Settlement Administrator shall issue the Individual
11 Settlement Share checks to all Settlement Class Members, according to the methodology and
12 terms set forth in the Settlement Agreement.

13 11. It is further ordered, pursuant to California Code of Civil Procedure section 384,
14 that all Individual Settlement Share checks issued to Settlement Class Members that are not
15 cashed within one hundred eighty (180) calendar days after they are issued will be cancelled and
16 the funds associated with all such cancelled checks will be transmitted to the State of California
17 Unclaimed Property Fund, within ten (10) calendar days. The Court finds that the manner of
18 distribution of funds associated with uncashed Individual Settlement Share checks is an
19 alternative distribution within the meaning of California Code of Civil Procedure section
20 384(b)(1), that better serves the interest of the Class because it allows those individuals who are
21 issued Individual Settlement Share checks, but who fail to cash them, an additional opportunity
22 to obtain monetary benefits from the Settlement.

23 12. The Court finds that the Service Awards sought are fair and reasonable for the
24 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that that the Settlement
25 Administrator issue payments to Plaintiffs David Munoz and Losi Rosas Punzo in the amount of
26 \$9,500 each for their Service Awards.

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1 13. The Court finds that the allocation of \$50,000 toward penalties under the
2 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
3 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
4 Payment as follows: the amount of \$37,500 to the California Labor and Workforce Development
5 Agency, and the amount of \$12,500 to be a part of the Net Settlement Fund.

6 14. The Court finds that the request for an award of attorneys' fees in the amount of
7 \$385,000 falls within the range of reasonableness, and the results achieved justify the award
8 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
9 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
10 \$385,000 to Lawyers *for* Justice, PC for attorneys' fees, according to the methodology and terms
11 set forth in the Settlement Agreement.

12 15. The Court finds that reimbursement of litigation costs and expenses in the amount
13 of \$15,248.19 incurred by Class Counsel is reasonable, and hereby approved. It is hereby
14 ordered that the Settlement Administrator issue payment in the amount of \$15,248.19 to Lawyers
15 *for* Justice, PC for reimbursement of litigation costs and expenses.

16 16. The Court hereby enters Judgment by which Settlement Class Members shall be
17 conclusively determined to have given a release of any Released Claims against the Released
18 Parties, as set forth in the Settlement Agreement and the Notice.

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

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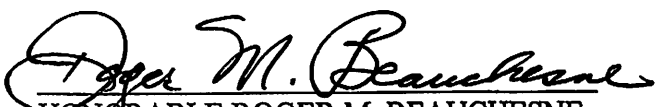
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1 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on KCC Class
3 Action Services, LLC's website for a period of at least sixty (60) calendar days after the date of
4 entry of this Final Approval Order and Judgment. No individualized notice shall be required.

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6 Dated: May 15, 2018


HONORABLE ROGER M. BEAUCHESNE
JUDGE OF THE SUPERIOR COURT

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