

Electronically Received 11/14/2025 05:06 PM

1 SUSAN K. GAREA, SBN 260407
2 SARAH S. KANBAR, SBN 315443
3 **BEESON, TAYER & BODINE, APC**
4 492 Ninth Street, Suite 350
5 Oakland, CA 94607-3865
6 Telephone: (510) 625-9700
7 Facsimile: (510) 625-8275
8 Email: sgarea@beesontayer.com
9 skanbar@beesontayer.com

FILED
Superior Court of California
County of Los Angeles
12/16/2025
David W. Slayton, Executive Officer / Clerk of Court
By: J. Aguayo Deputy

6 Attorneys for Plaintiffs
7 DANIEL UMANZOR, TONIE MONTOYA
8 RODARTE, MELISSA PAZMINO, and the
9 Putative Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 DANIEL UMANZOR, TONIE MONTOYA
13 RODARTE, MELISSA PAZMINO, on behalf
14 of themselves and others similarly situated,

14 Plaintiffs,

15 v.

16 REGENTS OF THE UNIVERSITY OF
17 CALIFORNIA,

18 Defendant.

Case No. 23STCV20460

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT
AGREEMENT**

Hearing Date: December 16, 2025
Hearing Time: 8:30 a.m.
Dept: 9
Judge: Hon. Elaine Lu
Complaint Filed: April 14, 2023
Moving Papers Due: November 14, 2025
Opposition Due: November 26, 2025
Reply Due: December 2, 2025

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21 This matter came before the Court for a hearing on December 16, 2025, at 8:30 a.m. in
22 Department 9 of the above-entitled Court regarding the Plaintiffs' Motion for Final Approval of Class
23 Action Settlement Agreement on the terms set forth in the parties' Class Action Settlement Agreement
24 (the "Settlement Agreement"). Also before the Court is the Plaintiffs' Motion for Class Representative
25 Service Payments, Attorneys' Fees, and Costs. Having considered the Settlement Agreement, all
26 papers and proceedings held herein, and having reviewed the entire record in this action, and any
27 argument submitted at the hearing on the Motion, the Court hereby finds and Orders:

28 1. The Court finds that the Settlement Agreement is in the range of reasonableness and is ₁

1 valid;

2 2. The Court grants final approval of the Settlement Agreement reached between Plaintiffs
3 Daniel Umanzor, Tonie Montoya Rodarte, and Melissa Pazmino (“Plaintiffs”) and Defendant Regents
4 of the University of California (“Defendant”) (Plaintiffs and Defendant collectively referred to as the
5 “Parties”);

6 3. The Court grants final certification of the Class for settlement purposes, defined as: “all
7 non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and
8 Allied Service Workers Bargaining Unit (“CX Unit”) who worked 100 or more hours in a Qualifying
9 Facility from July 30, 2022 to October 28, 2022 (the “Class Period”), who continued to work onsite
10 through November 28, 2022, and who did not previously receive a Hospital and Skilled Nursing
11 Facility COVID-19 Worker Retention Pay (“WRP”) pursuant to Labor Code sections 1491, 1492, and
12 1493” (the “Class” or “Settlement Class”);

13 4. The Court appoints Daniel Umanzor, Tonie Montoya Rodarte, and Melissa Pazmino as
14 the Class Representatives for settlement purposes;

15 5. The Court appoints Beeson, Tayer & Bodine, APC as Class Counsel for settlement
16 purposes;

17 6. The Court finds that all procedural steps for distributing Notice to the class of the
18 Settlement Agreement have been met and that Notice to the Class was properly provided to the Class;

19 7. The Court appoints Apex Class Action Administration, LLC as the Settlement
20 Administrator;

21 8. The Court orders the establishment of a Qualified Settlement Fund;

22 9. The Court orders the Defendant to pay \$646,250.00 to the Settlement Administrator
23 within 60 days of the Effective Date of the Order Granting Final Approval, as defined by the Settlement
24 Agreement;

25 10. The Court further orders the Defendant to pay \$95,490.00 to the Settlement
26 Administrator within 60 days of the Effective Date of the Order Granting Final Approval;

27 11. The Court grants the concurrently filed Motion for Class Representative Service
28 Payments, Attorneys’ Fees, and Costs and finds that the attorneys’ fees and costs requested are2

1 reasonable;

2 12. The Court orders the Settlement Administrator to distribute from the Gross Settlement
3 Amount (“GSA”) the following:

- 4 a. Payments of \$1,500.00 to the 370 Full-Time Class Members
- 5 b. Payments of \$1,250.00 to the 73 Part-Time Class Members

6 13. The Court orders the Settlement Administrator to distribute from the \$95,490.00 the
7 following:

- 8 a. Class Representative Service Payment in the amount of \$1,000.00 to Plaintiff
9 Umanzor
- 10 b. Class Representative Service Payment in the amount of \$1,000.00 to Plaintiff
11 Montoya Rodarte
- 12 c. Class Representative Service Payment in the amount of \$1,000.00 to Plaintiff
13 Pazmino
- 14 d. Class Counsel’s request for attorneys’ fees in the amount of \$75,000.00
- 15 e. Class Counsel’s request for expenses in the amount of \$10,000.00
- 16 f. Settlement administration costs in the amount of \$7,490.00 to Apex Class Action
17 Administration, LLC

18 14. Any remaining funds in the GSA associated with un-cashed settlement checks shall be
19 paid to the California State Controller’s Office in the name of the Class Member;

20 15. The Court orders that all Settlement Class members who have not filed a timely opt-out
21 are bound to the terms of the Settlement Agreement including the releases specified in the Settlement
22 Agreement; **There are zero opt outs. No objectors appeared at the duly noticed hearing on the
23 Parties’ Motion for Final Approval of Class Action Settlement.**

24 16. Upon the Effective Date, the Plaintiff and all Class Members shall have, by operation
25 of this Order, fully, finally and forever released, relinquished, and discharged all Released Parties from
26 all Released Claims as set forth in the Settlement Agreement. The Released Parties means Defendant
27 and each of its insurers, affiliates, affiliated entities (including UCLA and UCLA Health), predecessors,
28 successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives,
heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with3

1 Defendant. The Released Class Claims means that all Participating Class Members, on behalf of
2 themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, release Released Parties from any claims, grievances, wages,
4 payments, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged
5 against Released Parties arising out of the facts, circumstances, and primary rights at issue in the
6 Operative Complaint and any amendments, including all claims for failure to provide worker retention
7 payments pursuant to Labor Code § 1491, *et seq.* Participating Class Members do not release any other
8 claims, including claims for vested benefits, wrongful termination, violation of the FEHA,
9 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
10 occurring outside the Class Period;

11 17. The Court sets March 31, 2027 as the deadline for the Settlement Administrator to submit
12 its final report and account of the settlement distribution; and

13 The Court hereby sets a Non-Appearance Case Review for April 7, 2027, 8:30 a.m., Department 9.
14 18. The Agreement and this Settlement are not an admission by Defendant, nor is this Final
15 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
16 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
17 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
18 document referred to herein, nor any action taken to carry out the Agreement, may be construed as, or
19 may be used as, an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
20 The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto,
21 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with
22 regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file
23 this Final Approval Order and Judgment, the Settlement Agreement, or any other papers and records
24 on file in the Action, in any proceeding, as evidence of the Settlement to support a defense of res
25 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as
26 to the Released Class Claims and/or Plaintiff's released claims.

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27 **IT IS SO ORDERED.**

Dated: December 16, 2025



Elaine Lu

HONORABLE ELAINE LU
Judge of the Los Angeles County Superior
Court Elaine Lu / Judge

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5 Oakland, CA 94607-3865
6 Telephone: (510) 625-9700
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JUDGMENT

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24 On December 16, 2025, this Court gave final approval to the class settlement and entered its
25 Order Granting Final Approval of Class Action Settlement Agreement (the “Final Approval Order”).

26 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- 27 1. The Settlement Class is defined as “all non-supervisory, non-managerial UCLA Health
28 employees who were a member of the Clerical and Allied Service Workers Bargaining
Unit (“CX Unit”) who worked 100 or more hours in a Qualifying Facility from July 30,
2022 to October 28, 2022 (the “Class Period”), who continued to work onsite through
November 28, 2022, and who did not previously receive a Hospital and Skilled Nursing
Facility COVID-19 Worker Retention Pay (“WRP”) pursuant to Labor Code sections
1491, 1492, and 1493.”

- 1 2. Zero members of the Settlement Class requested to be excluded from the Settlement
2 Class.
- 3 3. Plaintiffs Daniel Umanzor, Tonie Montoya Rodarte, and Melissa Pazmino and the
4 members of the Settlement Class shall take from their Complaint only the relief set forth
5 in (a) the Settlement Agreement; (b) the Final Approval Order; and (c) the Order
6 Awarding the Class Representative Service Payments, Attorneys' Fees and Costs;
- 7 4. Pursuant to the Settlement Agreement, California Code of Civil Procedure Section 664.4
8 and Rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the
9 parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and
10 this Judgment.

11
12 Dated: December 16 , 2025



Elaine Lu

HONORABLE ELAINE LU
Judge of the Los Angeles County Superior
Court Elaine Lu, Judge