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on behalf of himself and others similarly situated  
9

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

12 CHRISTOPHER SPANN, an individual on  
behalf of himself and all others similarly  
13 situated,

14 Plaintiff,

15 vs.

16 HOMELESS HEALTH CARE LOS  
ANGELES, a California non-profit  
17 corporation; and DOES 1 through 50,  
inclusive,  
18

19 Defendant.

Case No.: 23STCV29958

CLASS ACTION

Assigned for All Purposes To:  
Hon. Samantha Jessner

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT, AWARD  
OF ATTORNEYS' FEES AND EXPENSES,  
AND SERVICE PAYMENT**

Date: March 24, 2026  
Time: 9:00 am  
Dept.: 7

**FILED**  
Superior Court of California  
County of Los Angeles  
**04/01/2026**

David W. Slayton, Executive Officer / Clerk of Court  
By: A. Morales Deputy

1 **ORDER AND FINAL JUDGMENT**

2 On March 24, 2026, the unopposed motion of Plaintiff Christopher Spann (“Plaintiff”), on  
3 behalf of himself and all other similarly situated employees of Defendant Homeless Health Care  
4 Los Angeles (“Defendant”) (collectively, the “Parties”), for final approval of the Parties’ Class  
5 Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) came before  
6 the Court for hearing. The Parties appeared through counsel at the final approval hearing and did  
7 not contest any tentative ruling, and no objectors appeared. During the administration, there were  
8 also no objectors and zero requests for exclusion from the Settlement.

9 The Court finds that full and adequate notice has been given to the Class, and having  
10 considered all papers filed and proceedings held herein and with good cause appearing:

11 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 1. The Court hereby enters an Order and Final Judgment, which is incorporated herein  
13 by this reference as though set forth in full and in accordance with the terms of the Parties’  
14 Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Order and Final  
15 Judgment shall have the same meaning as defined in the Settlement Agreement.

16 2. Consistent with the definitions provided in the Settlement Agreement, the Class  
17 Members consist of “all persons who worked for Defendant Homeless Health Care Los Angeles  
18 (“HHCLA”) as an hourly, non-exempt employee in California at any time from December 7, 2019,  
19 through March 1, 2025, (“Class Period”).

20 3. Because adequate notice has been disseminated and all potential Class Members  
21 have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject  
22 matter of this proceeding and all Parties to this proceeding, including all Class Members. In addition,  
23 the Court has personal jurisdiction over all Class Members with respect to the Action and the  
24 Settlement.

25 4. Distribution of the Class Notice directed to the Class Members, as set forth in the  
26 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,  
27 including individual notice to all Class Members who could be identified through reasonable effort,  
28 and the best notice practicable under the circumstances. The Class Notice provided due and adequate

1 notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including  
2 the proposed Settlement as outlined in the Settlement Agreement, and fully satisfied the  
3 requirements of California law, the California and United States Constitutions (including the Due  
4 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court  
5 rule 3.766, and any other applicable law. Consistent with the Preliminary Approval Order, the Class  
6 Notice also provided due and adequate notice to Class Members of their right to exclude themselves  
7 from the Settlement, as well as their right to object to any aspect of the proposed Settlement.

8           5.       For the reasons set forth in the Preliminary Approval Order and in the transcript of  
9 the proceedings of the preliminary approval hearing, which are adopted and incorporated by  
10 reference, the Court finds the Settlement was entered into in good faith and further finds that the  
11 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the  
12 Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for  
13 final approval of this class action Settlement under California law, including the provisions of  
14 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule  
15 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,  
16 4 Cal. 3d 800, 821 (1971).

17           6.       The Court approves the Settlement as set forth in the Settlement Agreement and finds  
18 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to  
19 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court  
20 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length  
21 negotiations. In granting final approval of the Settlement Agreement, the Court considered the  
22 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of  
23 settlement proceeds among the Participating Class Members, and the fact that a settlement  
24 represents a compromise of the Parties' respective positions rather than the result of a finding of  
25 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no  
26 obvious deficiencies and did not improperly grant preferential treatment to any individual Class  
27 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.  
28 The Court makes final its earlier provisional certification of the Settlement Class, as set forth in the

1 Preliminary Approval Order.

2           7.       As of the date of this Final Order, the Named Plaintiff and all Participating Class  
3 Members shall be bound by the releases set forth in the Settlement Agreement. Except as to such  
4 rights or claims that may be created by the Settlement, all Class Members as of the date of this Final  
5 Order who did not timely opt-out are forever barred and enjoined from prosecuting or seeking to  
6 reopen the Settled Claims, and any other claims released by the Settlement Agreement, against the  
7 Released Parties. All Aggrieved Employees and the State of California are enjoined from  
8 prosecuting or seeking to reopen the settled PAGA Claim against the Released Parties.

9           a.       The release as it relates to Participating Class Members: All Participating  
10 Class Members, on behalf of themselves and their respective former and present representatives,  
11 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i)  
12 all claims that were alleged, or reasonably could have been alleged, based on the Class Period  
13 facts stated in the Operative Complaint (as well as Class Period facts ascertained in the course of  
14 the Action) for all wage and hour claims, including, but not limited to, any and all claims  
15 involving any (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to  
16 provide meal periods or timely meal periods; (d) failure to provide rest periods or timely rest  
17 periods; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages  
18 including wages due upon termination; (g) failure to maintain accurate records; (h) failure to  
19 produce requested employment records; (i) failure to pay reimbursable expenses; and (j) violation  
20 of Business & Professions Code § 17200, et. seq. Except as set forth in Section 5.3 of this  
21 Agreement, Participating Class Members do not release any other claims, including claims for  
22 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
23 unemployment insurance, disability, social security, workers' compensation, or claims based on  
24 facts occurring outside the Class Period.

25           b.       Release as it relates to Aggrieved Employees: All Class Members who are  
26 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
27 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
28 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have

1 been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA  
2 Notice and ascertained in the course of the Action, for all wage and hour claims, including, but not  
3 limited to any and all claims involving any (a) failure to pay minimum wages; (b) failure to pay  
4 overtime wages; (c) failure to provide meal periods or timely meal periods; (d) failure to provide  
5 rest periods or timely rest periods; (e) failure to provide accurate itemized wage statements; (f)  
6 failure to timely pay wages including wages due upon termination; (g) failure to maintain accurate  
7 records; (h) failure to produce requested employment records; (i) failure to pay reimbursable  
8 expenses; (j) violation of Labor Code § 2698, et. seq; (k) violation of Business & Professions  
9 Code § 17200, et. seq.; and (l) violation of Labor Code § 2698, et. seq.

10 8. Out of the total of 310 Class Members who were sent the Class Notice, zero Class  
11 Members objected, and zero Class Members opted out of the Settlement.

12 9. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has  
13 adequately represented the Class for purposes of entering into and implementing the Settlement.

14 10. The Court finds the \$475,000.00 Gross Settlement Amount provided for under the  
15 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund  
16 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the  
17 following deductions from the Gross Settlement Amount: (1) \$158,333.33 for attorney fees to Class  
18 Counsel; (2) \$17,321.14 for attorney costs to Class Counsel; (3) a class enhancement payment of  
19 \$7,500.00 to Plaintiff Christopher Spann; (4) \$24,000.00 for PAGA Penalties; and (5) \$8,500.00 for  
20 settlement administration costs to Apex Class Action, LLC.

21 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument  
22 set forth in Class Counsel's application, an award of Class Counsel Fees Payment in the amount of  
23 \$158,333.33 and an award of Class Counsel Litigation Expenses Payment in the amount of  
24 \$17,321.14 as final payment for and complete satisfaction of any and all attorneys' fees and costs  
25 incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's  
26 request falls within the range of reasonableness and that the result achieved justifies the award and  
27 that the requested expenses were reasonably incurred. The payment of Class Counsel Fees Payment  
28 and a Class Counsel Litigation Expenses Payment to Class Counsel shall be made from the Gross

1 Settlement Amount in accordance with the terms of the Settlement Agreement.

2 12. It is ordered that an enhancement award of \$10,000.00 for Plaintiff Spann is fair and  
3 reasonable as a service award for his service to the class. The Court hereby grants final approval to  
4 and orders that the payment of the Class Representative Service Payment be paid as provided by the  
5 Settlement Agreement.

6 13. The Court further approves the payment of Administration Costs of \$8,500.00 to  
7 Apex Class Action, LLC, to cover the costs of administration as provided for in the Settlement  
8 Agreement. The payment authorized by this paragraph shall be made in accordance with the terms  
9 of the Settlement Agreement.

10 14. The Court further finds that the Parties' proposed settlement of the claims brought  
11 under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., is fair,  
12 reasonable, and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce  
13 Development Agency ("LWDA") and will fully and adequately comply with the notice  
14 requirements of Labor Code section 2699(s). The Court hereby approves the settlement of the PAGA  
15 claims pursuant to the terms of the Settlement Agreement. The Parties are directed to effect this  
16 portion of the settlement as set forth in the Settlement Agreement, including the LWDA PAGA  
17 Payment and Individual PAGA Payment.

18 15. The Court also approves a payment of PAGA Penalties of \$24,000.00 for claims  
19 asserted under California's Private Attorneys General Act, with 75% of the PAGA Penalties  
20 (\$18,000.00) paid to the California Labor and Workforce Development Agency and the other 25%  
21 (\$6,000.00) to be paid to the Aggrieved Employees ("Individual PAGA Payment"). The PAGA  
22 Penalties are included in, and shall come from, the Gross Settlement Amount. The PAGA Penalties  
23 shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement  
24 Agreement.

25 16. The "Net Settlement Amount" means the Gross Settlement Amount, less the  
26 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA  
27 PAGA Payment, Class Representatives Service Payment, Class Counsel Fees Payment, Class  
28 Counsel Litigation Expenses Payment, and the Administration Cost payment. The remainder is to

1 be paid to Participating Class Members as Individual Settlement Payments on a pro rata basis.

2 17. The Court finds the settlement payments from the Net Settlement Amount provided  
3 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and  
4 orders the calculations and the payments to be made and administered to the Participating Class  
5 Members in accordance with the terms of the Settlement Agreement. The settlement payments  
6 authorized by this paragraph shall be made in accordance with the terms of the Settlement  
7 Agreement. It is also ordered that, after 180 days from the date of distribution of Individual Class  
8 Payments and/or Individual PAGA Payments, the funds from any uncashed and voided checks will  
9 be tendered to the California Controller's Unclaimed Property Fund.

10 18. The Court sets a non-appearance date for submission of a final report for April 1,  
11 2027 at 9:00 AM.

12 19. Defendant shall not be required to pay any additional amounts in connection with the  
13 Settlement other than those amounts specifically set forth in the Settlement Agreement.

14 20. The terms of the Settlement Agreement and this Order and Final Judgment are  
15 binding on the Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their  
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
17 and assigns, and those terms shall have res judicata and other preclusive effect in all pending and  
18 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the  
19 extent those claims, lawsuits or other proceedings assert released claims in the Settlement  
20 Agreement.

21 21. Neither this Order and Final Judgment nor the Settlement Agreement (nor any other  
22 document referred to in this Order and Final Judgment, nor any action taken to carry out this Order  
23 and Final Judgment) is, may be construed as, or may be used as, an admission or concession by or  
24 against the Defendant or the Released Parties of the validity of any claim or any actual or potential  
25 fault, wrongdoing or liability. Entering into or carrying out the Settlement Agreement, and any  
26 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an  
27 admission or concession as to the Defendant's denials or defenses and shall not be offered or  
28 received in evidence in any action or proceeding against any party in any court, administrative

1 agency or other tribunals for any purpose whatsoever, except as evidence of the settlement or to  
2 enforce the provisions of this Order and Final Judgment and the Settlement Agreement; provided,  
3 however, that this Order and Final Judgment and the Settlement Agreement may be filed in any  
4 action against or by the Defendant or the Released Parties to support a defense of res judicata,  
5 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and  
6 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

7 22. The Court recognizes that during the opt out period for putative class members to  
8 opt out of this settlement, there were no opt outs, requests for exclusions, or objections to the  
9 preliminarily approved settlement. Therefore, all 310 identified putative class members are  
10 Participating Class Members.

11 23. Accordingly, the Court enters this judgment consistent with the above and the  
12 Parties' Settlement Agreement.

13 24. There is no reason to delay the enforcement of this Order and Final Judgment.

14 25. Without affecting the finality of the Settlement and this Order and Final Judgment,  
15 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing  
16 jurisdiction over the above-captioned action and the Parties, including all Participating Class  
17 Members, relating to the Action and the administration, consummation, enforcement and  
18 interpretation of the Settlement Agreement, this Order and Final Judgment, and for any other  
19 necessary purpose.

20 26. This Judgment is intended to be a final disposition of the above-captioned action in  
21 its entirety and is intended to be immediately appealable. Subject to the Court's continuing  
22 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

23

24 **IT IS SO ORDERED.**

25 04/01/2026

26 Dated: ~~March~~ \_\_, 2026

27

28



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Hon. Samantha Jessner  
Judge of the Superior Court