

FILED
Superior Court of California
County of Los Angeles
06/03/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JOANNA RAMIREZ, 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;

Plaintiff,

vs.

THE VILLAGE FAMILY SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 24STCV07214

Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12

CLASS ACTION

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

HEARING INFORMATION:

DATE: June 3, 2026

TIME: 10:30 a.m.

DEPT: 12

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~~[PROPOSED]~~ ORDER

This matter has come before the Honorable Carolyn B. Kuhl, in Department 12 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, on May 20, 2026 at 10:30 a.m., on Plaintiff Joanna Ramirez’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Payment (“Motion for Final Approval”). Voskanyan Law Firm, PC. and Messrelian Law Inc. appeared on behalf of Plaintiff and the Class, and Berger Kahn, A Law Corporation appeared on behalf of Defendant The Village Family Services, Inc. (“Defendant”).

On November 20, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled action in accordance with the Class Action and PAGA Settlement and Release, and Amendment No. 1 to the Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is granted in its entirety.
2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.
3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to this Action, or the Settlement pursuant to California Labor Code section

2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Action and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the Action.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period ("Class" or "Class Members").

6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

7. The Court finds that the Court-approved Notice of Class Action Settlement ("Class Notice") that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation conducted by Voskanyan Law Firm, PC. and

Messrelian Law Inc. (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

10. The Court finds that Plaintiff Joanna Ramirez has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA

1 Settlement and the allocation of \$20,000.00 toward civil penalties under the California Private
2 Attorneys General Act of 2004 ("PAGA Amount"), and the Court finds that they are fair,
3 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
4 the PAGA Amount as follows: the amount of \$15,000.00 to the LWDA ("LWDA Payment"),
5 and the amount of \$5,000.00 to the PAGA Employees, in accordance with the terms and
6 methodology set forth in the Agreement.

7 11. The Court determines that, Plaintiff Joanna Ramirez, the State of California
8 (with respect to PAGA Employees), and all PAGA Employees are bound by the PAGA
9 Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date,
10 shall fully and finally release and discharge the Released Parties, and each of them, from the
11 Released PAGA Claims.

12 12. The Court hereby directs that the Settlement be affected in accordance with the
13 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
14 herein.

15 13. The Court finds that payment of Settlement Administration Costs in the amount
16 of \$7,000.00 to Apex Class Action LLC ("Apex" or "Settlement Administrator"), is appropriate
17 for the services performed and costs incurred and to be incurred for the notice and settlement
18 administration process, and is hereby approved. It is hereby ordered that the Settlement
19 Administrator shall issue payment to itself in the amount of \$7,000.00, in accordance with the
20 terms and methodology set forth in the Settlement Agreement.

21 14. The Court finds that the Enhancement Payment in the amount of \$7,500.00 to
22 Plaintiff Joanna Ramirez is fair and reasonable, and hereby approved. It is hereby ordered that
23 the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Joanna
24 Ramirez for her Enhancement Payment, according to the terms set forth in the Settlement
25 Agreement.

26 15. The Court finds that attorneys' fees in the amount of \$145,833.33 to Class
27 Counsel falls within the range of reasonableness and that the results achieved justify the award
28 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue

1 payment in the amount of \$145,833.33 to Class Counsel for attorneys' fees, in accordance with
2 the terms and methodology set forth in the Settlement Agreement.

3 16. The Court finds that reimbursement of litigation costs and expenses in the
4 amount of \$11,818.51 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
5 that the Settlement Administrator issue payment in the amount of \$11,818.51 to Class Counsel
6 for reimbursement of litigation costs and expenses, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 17. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
9 Defendant shall deposit the Gross Settlement Amount of \$437,500.00 and the employer's share
10 of payroll taxes and contributions with respect to the wage portion of Individual Settlement
11 Shares into an account established by the Settlement Administrator, in accordance with the
12 terms and methodology set forth in the Settlement Agreement.

13 18. It is hereby ordered that within seven (7) calendar days following the funding of
14 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
15 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
16 Settlement Class Members, (b) Individual PAGA Payments to PAGA Employees, (c) LWDA
17 Payment to the LWDA, (d) Enhancement Payment to Plaintiff, (e) Attorneys' Fees and Costs to
18 Class Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in
19 accordance with terms and methodology set forth in the Settlement Agreement.

20 19. Each check issued to a Settlement Class Member and/or PAGA Employee for his
21 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a
22 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
23 after this time period, the check(s) shall be canceled. The leftover funds associated with
24 canceled checks issued to Settlement Class Members and PAGA Employees shall be
25 transmitted to Friends of the Children as a *cy pres* recipient pursuant to California Code of Civil
26 Procedure Section 384, after court approval by way of an amended judgment. All Settlement
27 Class Members shall be bound by the terms and conditions of the Class Settlement regardless of
28 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks.

1 All PAGA Employees shall be bound by the terms and conditions of the PAGA Settlement
2 regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment
3 checks.

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

10 21. Individualized notice of this Final Approval Order and Judgment is not required.
11 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
12 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
13 date of entry of this Final Approval Order and Judgment.

14 22. A Non-Appearance Case Review regarding Final Administration is set for
15 Jan 21, 2027 at _____ a.m./p.m. in Department 12. Class Counsel shall submit the
16 Settlement Administrator's accounting report regarding the status of the funding and
17 disbursement of the Settlement, as well as a proposed amended judgment approving
18 disbursement of uncashed checks to the *cy pres* recipient, at least five (5) court days prior to the
19 Non-Appearance Case Review.

20 **IT IS SO ORDERED.**

21
22 DATE: 06/03/2026



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

The Honorable Carolyn B. Kuhl
Judge of the Los Angeles County Superior
Court of California