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13 on behalf of themselves and others similarly situated

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 DONNA ELAINE GRIGGSMURPHY, an
18 individual on behalf of herself and all others
19 similarly situated,

20 Plaintiff,

21 v.

22 HUMANGOOD AFFORDABLE HOUSING,
23 a California non-profit corporation; and DOES
24 1 through 50, inclusive,

25 Defendants.

Case No. 24STCV13593

CLASS ACTION

Assigned for all purposes to:
Hon. Laura A. Seigle
Dept.: 17

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Final Approval Hearing:
Date: August 27, 2026
Time: 9:00 a.m.
Dept: 17

ORDER

Plaintiffs Donna Griggsmurphy and Tasha Johnson (“Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendants HumanGood Affordable Housing, HumanGood, HumanGood NorCal, HumanGood SoCal and HumanGood Fresno (“Defendants”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on August 27, 2026, at 9:00 a.m. in Department 17 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement,” which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim in Support of the Motion), the Notice of Class Action Settlement (“Notice,” which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all current and former non-exempt, hourly employees who worked for Defendants in California during the Class Period,” which is June 3, 2022 to September 30, 2025. (“Class Members” or “the Class”).

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

4. Distribution of the Notice directed to the Class Members, as set forth in the

1 Settlement Agreement, has been completed in conformity with the Court's April 27, 2026 Order
2 Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including
3 individual notice to all Class Members who could be identified through reasonable effort, and was
4 the best notice practicable under the circumstances. The Notice provided due and adequate notice
5 of the proceedings and of the matters set forth in the Preliminary Approval Order, including the
6 proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements
7 of California law, the California and United States Constitutions (including the Due Process
8 Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule
9 3.766, and any other applicable law. The Notice also provided due and adequate notice to Class
10 Members of their right to exclude themselves from the Settlement, as well as their right to object
11 to the proposed Settlement.

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

21 6. The Court approves the Settlement as set forth in the Settlement Agreement and
22 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
23 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
24 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-
25 length negotiations. In granting final approval of the Settlement Agreement, the Court considered
26 the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
27 settlement proceeds among the Participating Class Members, and the fact that a settlement
28 represents a compromise of the Parties' respective positions rather than the result of a finding of

1 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
2 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
3 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good
4 faith.

5 7. As of the date Defendants fund the Gross Settlement Amount and employer payroll
6 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all Participating
7 Class Members and all Aggrieved Employees shall be bound by the releases set forth in the
8 Settlement Agreement.

9 8. Only ^{three}~~two~~ individuals have opted out from the Class Settlement. As detailed in the
10 Supplemental Declaration of Norma Ayala of Apex Class Action, the Non-Participating Class
11 Members are Denise Al Halabi and Eufemia Duran ^{and Patricia Brown}. Therefore, approximately 99.97% of Class
12 Members are Participating Class Members.

13 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
15 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
16 claims in the Action, or of any wrongdoing by Defendants or any of the other Released Parties.

17 10. The Court confirms Natalie Haritounian, Enoch Kim, and Matthew Carraher of
18 D.Law, Inc., as Class Counsel and finds that Class Counsel has adequately represented the Class
19 for purposes of entering into and implementing the Settlement.

20 11. The Court finds the \$1,710,816.50 Gross Settlement Amount provided for under
21 the Settlement to be fair and reasonable. Defendants are required to make all payments necessary
22 to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court
23 approves the following deductions from the Gross Settlement Amount: (1) \$570,272.17 for
24 attorneys' fees to Class Counsel; (2) \$30,376.25 for attorneys' litigation expenses to Class
25 Counsel; (3) Class Representative Enhancement Awards of \$5,000.00 to Plaintiff Donna Elaine
26 Griggsmurphy and \$5,000.00 to Plaintiff Tasha Johnson; (4) PAGA Penalties of \$75,000.00 for
27 claims asserted under California's Private Attorneys General Act ("PAGA"), of which 65% will
28 be payable to the California Labor and Workforce Development Agency ("LWDA") and 35% will

1 be payable to the Aggrieved Employees on a *pro rata* basis; and (5) \$33,249.00 for Settlement
2 Administrator Costs to Apex Class Action, LLC (“Apex”).

3 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
4 set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of \$570,272.17
5 and for costs and expenses in the amount of \$30,376.25 as final payment for and complete
6 satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is
7 hereby granted. The Court finds that Class Counsel’s request falls within the range of
8 reasonableness and that the result achieved justifies the award and that the requested expenses
9 were reasonably incurred. The payment of attorneys’ fees and costs to Class Counsel shall be
10 made from the Gross Settlement Amount in accordance with the terms of the Settlement
11 Agreement.

12 13. It is ordered that Class Representative Enhancement Awards of \$5,000.00 to
13 Plaintiff Donna Elaine Griggsmurphy and \$5,000.00 to Plaintiff Tasha Johnson are fair and
14 reasonable as service awards for their service to the Class.

15 14. The Court further approves the payment of \$33,249.00 to Apex to cover the costs
16 of administration as provided for in the Settlement Agreement. The payment authorized by this
17 paragraph shall be made in accordance with the terms of the Settlement Agreement.

18 15. The Court also approves the PAGA Penalties payment of \$75,000.00 for claims
19 asserted under PAGA, with 65% (\$48,750.00) payable to the LWDA and the other 35%
20 (\$26,250.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
21 Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement
22 Amount in accordance with the terms of the Settlement Agreement.

23 16. The Court finds the settlement payments from the Net Settlement Amount provided
24 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves
25 and orders the calculations and the payments to be made and administered to the Settlement Class
26 Members in accordance with the terms of the Settlement Agreement. The settlement payments
27 authorized by this paragraph shall be made in accordance with the terms of the Settlement
28 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class

1 Payments and Individual PAGA Payments to the Class, all funds from any uncashed checks
2 remaining in the Net Settlement Amount shall be distributed to the Controller of the State of
3 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
4 *seq.*, for the benefit of those Class Members who did not cash their checks until such time that
5 they claim their property.

6 17. The final report is due by April 20, 2027. The Court sets a non-appearance case
7 ~~The Court shall examine the final accounting at a Compliance Hearing set on~~
8 ~~review on April 27, 2027 at 8:30 a.m.~~

9 ~~Plaintiffs propose a date of April 12, 2027 or~~
10 ~~such time thereafter as is convenient for the Court for the Compliance Hearing.~~

11 18. Defendants shall not be required to pay any additional amounts in connection with
12 the Settlement other than those amounts specifically set forth in the Settlement Agreement.

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

19 20. The final order shall constitute the final judgment.

20 21. There is no reason to delay the enforcement of this Final Approval Order and the
21 Final Judgment.

22 **IT IS SO ORDERED.**

23 Dated: 08/27/2026, 2026



24 *Laura Seigle*

25 Honorable Laura Seigle
26 Judge of the Superior Court
27 Laura A. Seigle / Judge
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