

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Electronically Filed by
Superior Court of California,
Contra Costa County
9/19/2025
By: N. McCallister-Villa, Deputy

AARON C. GUNDZIK (SBN 132137)
REBECCA G. GUNDZIK (SBN 138446)
GUNDZIK GUNDZIK HEEGER LLP
3415 S. Sepulveda Blvd., Suite 420
Los Angeles, CA 90034
Telephone: (818) 290-7461

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

ANNA RUIZ, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

FORMA ALMADEN VALLEY, LLC, a
California limited liability company;
WALNUT CREEK SPORTS CLUB, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: C23-01864

Honorable Edward G. Weil
Department 39

**~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

**Date: August 14, 2025
Time: 9:00 am
Dept: 39**

Complaint Filed: July 28, 2023
Jury Trial Date: None Set

1 This matter has come before the Honorable Edward G. Weil in Department 39 of the above-
2 entitled Court, located at 75 Court Street, Martinez, CA 94553, on Plaintiff Anna Ruiz’s
3 (“Plaintiff” or “Class Representative”) Notice of Motion and Motion for Final Approval of Class
4 Action Settlement (“Motion for Final Approval”).

5 On May 1, 2025, the Court entered the Order Granting Preliminary Approval of the Parties’
6 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
7 settlement of the above-entitled action (“Action”) in accordance with the Stipulation of Class
8 Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with
9 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

13 1. This Order incorporates by reference the definitions in the Settlement Agreement,
14 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
15 Settlement Agreement.

16 2. This Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the Actions.

18 3. The Court finds that the applicable requirements of California Code of Civil
19 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
20 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
21 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
22 hereby defined to include:

23 [A]ll individuals who were employed by Defendants in California as non-
24 exempt employees during the Class Period (from July 28, 2019 through
February 12, 2024).

25 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
26 provided to the Class Members, fully and accurately informed the Class Members of all material
27 elements of the Agreement and of their opportunity to participate in the Class Settlement, object
28 to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the

1 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
2 Members; and complied fully with the laws of the State of California, the United States
3 Constitution, due process and other applicable law. The Class Notice fairly and adequately
4 described the Agreement and provided the Class Members with adequate instructions and a variety
5 of means to obtain additional information.

6 5. No Class Members submitted a timely and valid Request for Exclusion from the
7 proposed settlement. Accordingly, all 279 Class Members are members of the Settlement Class
8 and the release of class claims included in the Settlement Agreement shall be imposed upon them.

9 6. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
11 whole. More specifically, the Court finds that the Settlement Agreement was reached following
12 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC and Gundzik
13 Gundzik Heeger LLP (“Class Counsel”); that the Settlement Agreement is the result of serious,
14 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
15 Agreement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered
16 all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the
17 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
18 amount offered in the Settlement Agreement; the extent of investigation and formal and informal
19 discovery completed; and the experience and views of Class Counsel. The Court has further
20 considered the absence of objections to the Class Settlement submitted by Class Members.
21 Accordingly, the Court hereby directs that the Class be affected in accordance with the Settlement
22 Agreement and the following terms and conditions.

23 7. 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 Class Settlement. Accordingly, the Court determines that all Class Members who have not
27 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
28

Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”).

8. The Court finds that payment of Settlement Administration Costs in the amount not to exceed \$7,950.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$7,950.00, in accordance with the terms and methodology set forth in the Agreement.

9. The Court finds that a Service and Release Payment is fair and reasonable for the work performed by Plaintiff on behalf of the Class and for the expanded release that she is required to provide. It is hereby ordered that the Settlement Administrator issue payment of \$7,500.00 to Plaintiff Anna Ruiz for her Service and Release Payment, according to the terms and methodology set forth in the Agreement.

10. The Court awards attorney’s fees to Class Counsel in the total amount of \$141,750.00. This amount is fair, reasonable, and appropriate, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$141,750.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court finds that the requested Litigation Costs of \$10,970.65 are reasonable and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,970.65 to Class Counsel for reimbursement of litigation and settlement of the Action, in accordance with the terms and methodology set forth in the Agreement.

12. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Total Settlement Amount	\$405,000
Attorneys’ Fees	\$141,750
Litigation Costs	\$10,970.65
Service and Release Payment	\$7,500.00
Settlement Administration Costs	\$7,950.00

Net Settlement Amount to be paid to Settlement Class Members	\$236,829.35
--------------------------------------------------------------	--------------

13. Class Counsel shall submit a final accounting report to the Court on or before May 14, 2026. Such report shall confirm Defendants' deposit of settlement funds, the payments made from the QSF by the Settlement Administrator, the number and total amount of uncashed settlement checks and advise the Court of any outstanding issues concerning the distribution of the settlement. A hearing to consider the final accounting report shall be held on May 21, 2026.

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

15. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement.

16. Within thirty (30) calendar days after the Effective Date, Defendants will make a deposit of \$205,000.00, with the Settlement Administrator.

17. Within six months and thirty (30) calendar days after the Effective Date, the Defendants will make a deposit of the remainder of the Gross Settlement Amount, plus the amount required for the employer's share of payroll taxes, with the Settlement Administrator.

18. Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Service and Release Payment to Plaintiff; (c) 95% of Attorneys' Fees to Class Counsel; (d) Costs to Class Counsel; and (g) Settlement Administration Costs to the Settlement Administrator. The remaining 5% of Class Counsel's attorney's fees award shall be released to Class Counsel upon satisfactory compliance with this Order, as determined by the Court.

19. Each Individual Settlement Payment check shall be valid and negotiable for 180 calendar days after mailing by the Settlement Administrator, and thereafter, shall be canceled. Subject to Court approval, all funds associated with such cancelled checks will be transmitted by the Settlement Administrator to the State of California's Controller's Office Unclaimed Property

1 Division, in the name of the Settlement Class Member and in the amount of his or her respective
2 Individual Settlement Payment. Settlement Class Members whose Individual Settlement Payment
3 checks are cancelled shall, nevertheless, be bound to the Class Settlement.

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

9 21. Notice of entry of this Final Approval Order and Judgment shall be given to the
10 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on the
11 Settlement Administrator's website for a period of at least 60 calendar days after the date of entry
12 of this Final Approval Order and Judgment. Individualized notice is not required.

13 22. A copy of the Court's tentative ruling is attached hereto as Exhibit 1.
14

15
16
17 Dated: 9/18/2025



Hon. Edward Weil

Honorable Edward G. Weil
Judge of the Superior Court

18
19 Approved as to form,
20 HANSON BRIDGETT LLP
21



22
23
24 Warren Hodges
Counsel for Defendants

25 Dated: August 29, 2025
26
27
28

Exhibit 1

5. 9:00 AM CASE NUMBER: C23-01864

CASE NAME: ANNA RUIZ VS. FORMA ALMADEN VALLEY, LLC

*HEARING ON MOTION IN RE: FINAL APPROVAL OF SETTLEMENT SET BY THE COURTROOM
FILED BY:

TENTATIVE RULING:

Plaintiff Anna Ruiz moves for final approval of her class action settlement with defendants Forma Almaden Valley, LLC and Walnut Creek Sports Club LLC.

A. Background and Settlement Terms

The complaint was filed by Ruiz on July 28, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation.

The settlement would create a gross settlement fund of \$405,000. The class representative payment to the plaintiff would be \$7,500. Attorney's fees would be \$141,750 (35% of the settlement). Litigation costs would not exceed \$25,000, and would actually be \$10,970.65. The settlement administrator's costs (ILYM Group) would not exceed \$7,950. The net amount paid directly to the class members would be about \$222,800. The fund is non-reversionary. Based on the class size of 279, the average net payment for each class member is approximately \$795.

The proposed settlement would certify a class of all current and former non-exempt employees who were employed by defendants in California during the class period. The class period is July 28, 2019, through February 12, 2024.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. If checks are uncashed 60 days after mailing, the settlement administrator will follow up on the address. If still not cashed after 180 days, the check will be voided, and will be transmitted to the State Controller's Unclaimed Property fund.

The settlement contains release language covering "all claims arising during the Class Period made in the Complaint and all claims arising during the Class Period that reasonably could have been alleged based on the factual allegations contained in the operative complaint[.]" Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal and formal written discovery was undertaken, and counsel had the information evaluated by an outside expert. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, estimating the recovery on the class claims relative to their potential values, breaking down the analysis claim-by-claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof.

The estimated number of workweeks is 11,035. If the confirmed number of workweeks exceeds that number by 10% or more, defendants will increase the total settlement fund by \$40.37 for each workweek by which the workweeks exceed 10% above the estimate.

The settlement funds would be paid in two installments: \$205,000 within thirty days after final approval and \$200,000 within six months and thirty days after final approval. If Defendants fail to timely pay, plaintiff may either terminate the agreement, or seek to collect all monies owed.

Since preliminary approval, notice by mail has been provided to the class. 279 notices were mailed, of which 22 were returned as undeliverable. Follow-up resulted in new addresses for 14 of those 21. Ultimately, 8 notices were undeliverable. No objections, requests for exclusion, or workweek allocation disputes were received.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees, costs, administrator’s fees, and representative award

Plaintiffs seek 35% of the total settlement amount as fees, relying on the “common fund”

theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) In response to the Court’s direction, counsel have calculated a lodestar fee. Based on a total of 271.7 hours expended by the combined two firms, at a \$750 per hour rate for Rebecca Gundzik and Aaron Gundzek, and a blended rate of \$850 per hour for attorneys at Lawyers for Justice, for a total of \$219,655. This results in an implied multiplier of 0.645, based on the requested award of \$141,750. Without necessarily endorsing the hourly rates, there is no need for an adjustment based on the lodestar cross-check. The attorney’s fees are reasonable and are approved.

The litigation costs are reasonable and are approved.

The settlement administrator’s fees are reasonable and are approved.

The requested representative payment of \$7,500 for plaintiff is reviewed based based on the criteria discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. Ms. Ruiz attests to her involvement in the case, but does not estimate the actual number of hours. She signed a broader release that the class members, but does not indicate that she had any other claims of value. All things considered, the payment of \$7,500 is reasonable and is approved.

D. Conclusion

The Court finds that the proposed settlement is fair, reasonable, and adequate. Accordingly, the motion is granted and the settlement is approved.

Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the court.

6. 9:00 AM CASE NUMBER: C23-02528
CASE NAME: FLUENCE ENERGY, LLC VS. DIABLO ENERGY STORAGE, LLC
HEARING IN RE: PRO HAC VICE APPLICATION AS TO KIM BESSIERE MARTIN FOR PLTF
FILED BY: FLUENCE ENERGY, LLC
TENTATIVE RULING:
Granted.

7. 9:00 AM CASE NUMBER: C24-00136
CASE NAME: RONALD WEBSTER VS. IHSS IN HOME SUPPORT SERVICES
***HEARING ON MOTION IN RE: FOR LEAVE**
FILED BY: WEBSTER, RONALD DESHAWN
TENTATIVE RULING:

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 3415 S. Sepulveda Blvd., Suite 420, Los Angeles, CA 90034.

On September 9, 2025, I served the following document described as

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

Please see attached service list

<p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served via email to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on September 9, 2025.

Nicole Salazar

Nicole Salazar

SERVICE LIST

Sandra L. Rappaport, Esq.
Warren Hodges, Esq.
Jennifer A. Puza, Esq.
HANSON BRIDGETT LLP
425 Market Street, 26th Floor
San Francisco, California 94105
Tel: (415) 777-3200
Fax: (415) 541-9366
Email: srappaport@hansonbridgett.com
whodges@hansonbridgett.com
jpuza@hansonbridgett.com
SFinch@hansonbridgett.com

Attorneys for Defendants

Edwin Aiwazian, Esq.
Joanna Ghosh, Esq.
Elizabeth Parker-Fawley, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021
Email: joanna@calljustice.com
Elizabeth@calljustice.com
Edwin@calljustice.com
ss@calljustice.com
e-service@calljustice.com

Attorneys for Plaintiff