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11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 DANTE HENDERSON, an individual, on  
15 behalf of himself, and on behalf of all persons  
16 similarly situated,

17 Plaintiffs,

18 vs.

19 BIZON GROUP, INC. a California  
corporation; and DOES 1 through 50,  
20 Inclusive,

21 Defendants.

Case No. HG21115170

~~PROPOSED~~ **AMENDED ORDER**  
**GRANTING FINAL APPROVAL**

Date: June 11, 2024  
Time: 1:30 p.m.  
Reservation ID: 827832649998

Judge: Hon. Noel Wise  
Dept.: 21

1 Plaintiff's motion for an order finally approving the First Amended Joint Stipulation of Class  
2 and Representative Action Settlement Agreement ("Agreement") and Motion for Class Attorneys'  
3 Fees, Litigation Expenses and Service Award duly came on for hearing on June 11, 2024, before  
4 the above-entitled Court. Bibiyan Law Group, APC, Zakay Law Group, APLC, and the JCL Law  
5 Firm, APC, appeared on behalf of Plaintiff DANTE HENDERSON ("Plaintiff"). Ongaro, PC,  
6 appeared on behalf of Defendant Bizon Group, Inc., a California corporation (hereinafter  
7 "Defendant").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the  
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in  
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending  
15 in the California Superior Court for the County of Alameda ("Court"), Case No. HG21115170,  
16 entitled *Henderson v. Bizon Group, Inc.* and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On February 1, 2024, the Court granted preliminary approval of a class-wide  
19 settlement. At this same time the court approved certification of a provisional settlement class for  
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was  
24 mailed by first class mail to the Class Members at their last known addresses on March 18, 2024.  
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the  
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the  
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice  
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1                   5.       The Response Deadline for opting out or objecting was May 2, 2024. There  
2 was an adequate interval between notice and deadline to permit Class Members to choose what to  
3 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

4 **Fairness Of The Settlement**

5                   1.       The Agreement provides for a Gross Settlement Amount of \$385,000.00 and  
6 shall be made in payments as follows: 1) on September 30, 2024, payment of \$70,000; 2) on October  
7 30, 2024, payment of \$52,500; 3) on November 29, 2024, payment of \$52,500; 4) on December 30,  
8 2024, payment of \$52,500; 5) on January 30, 2025, payment of \$52,500; 6) on February 28, 2024,  
9 payment of \$52,500; and 7) on March 31, 2024, payment of \$52,500.

10                  2.       The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor*  
11 *Co.* (1996) 48 Cal.App.4th 1794, 1801.)

12                   a.       The settlement was reached through arms-length bargaining between  
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed  
14 settlement.

15                   b.       The Parties' investigation and discovery have been sufficient to allow  
16 the Court and counsel to act intelligently.

17                   c.       Counsel for all parties are experienced in similar employment class  
18 action litigation and have previously settled similar class claims on behalf of employees claiming  
19 compensation. All counsel recommended approval of the Settlement.

20                   d.       No objections were received. No requests for exclusion were  
21 received.

22                   e.       The participation rate is high. All Class Members will be  
23 participating in the Settlement and will be sent settlement payments.

24                  3.       The consideration to be given to the Class Members under the terms of the  
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Class  
27 Released Claims and PAGA Released Claims, given the uncertainties and risks of the litigation and  
28 the delays which would ensue from continued prosecution of the Action.

1 The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the  
2 Participating Class Members.

3 **PAGA Payment**

4                 4.       The Agreement provides for a payment of PAGA Payment in the amount of  
5 \$40,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA  
6 Payment and the allocation of \$30,000.00 to LWDA and \$10,000.00 of the PAGA Payment to  
7 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*  
8 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Attorneys' Fees and Litigation Costs**

10                5.       The Agreement provides for a payment of Attorneys' Fees and Litigation  
11 Costs in the amount of up to One Hundred Forty-Five Thousand, Eight Hundred Twenty-Nine  
12 Dollars and Seventy-Eight Cents (\$145,829.78). Subject to Court approval, the Attorneys' Fees and  
13 Litigation Costs consists of attorneys' fees equal to one-third of the Gross Settlement Amount, or  
14 One Hundred, Twenty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three  
15 Cents (\$128,333.33) and reimbursement of costs and expenses in the amount of Seventeen  
16 Thousand, Four Hundred Ninety-Six Dollars and Forty-Five Cents (\$17,496.45).

17                6.       A payment of Attorneys' Fees and Litigation Costs of One Hundred Thirty-  
18 Two Thousand, Nine Hundred Ninety-Six Dollars and Forty-Five Cents (\$132,996.45) comprised  
19 of attorneys' fees in the amount of One Hundred Fifteen Thousand, Five Hundred Dollars and  
20 Seventy-Eight Cents (\$115,500.00) and reimbursement of costs and expenses in the amount of  
21 Seventeen Thousand, Four Hundred Ninety-Six Dollars and Forty-Five Cents (\$17,496.45) is  
22 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class  
23 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents  
24 thirty-five percent (35%) of the common fund, which is reasonable, and is supported by Class  
25 Counsel's lodestar.

26 **Service Award**

27                7.       The Agreement provides for a Service Award of up to Ten Thousand Dollars  
28 and Zero Cents (\$10,000.00) for Plaintiff, Dante Henderson, subject to the Court's approval. The

1 Court finds that the amount of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00)  
2 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action  
3 litigation.

4 **Settlement Administration Costs**

5 8. The Agreement provides for Settlement Administration Costs to be paid in  
6 an amount not to exceed \$6,000.00. The Declaration of the Settlement Administrator provides that  
7 the actual claims Settlement Administration Costs were \$6,000.00. The amount of this payment is  
8 reasonable in light of the work performed by the Settlement Administrator.

9 **II.**

10 **ORDERS**

11 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

12 1. The Class is certified for the purposes of settlement only. The Settlement  
13 Class is hereby defined to include:

14 All persons currently or formerly employed by Defendant, either directly or through  
15 any subsidiary, staffing agency or professional employer organization, as non-  
16 exempt, hourly-paid employees, at any time during the Class Period in the State of  
17 California from October 7, 2017, through October 7, 2023.

18 2. There are 263 members of the Class. Every person in the Class who did not  
19 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs  
20 to the Settlement.

21 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
22 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
23 this Order and the terms of the Agreement.

24 Defendant shall fund the Gross Settlement Amount on the Funding Date. In exchange the Class  
25 Members shall release the “Released Parties” from the “Class Released Claims” and the “Aggrieved  
26 Employees” shall release the “Released Parties” from the “PAGA Released Claims.”

1                   a.       The “Released Parties” means Defendant and its parent, subsidiary  
2 and related entities, and their past and present owners, officers, directors, shareholders, partners,  
3 managers, employees, agents, representatives, assigns, and subsidiaries.

4                   b.       The “Class Released Claims” are defined as all claims, rights,  
5 demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during  
6 the Class Period, for the claims brought in the Action, or that could have been brought against  
7 Defendant in the Action, based on the facts alleged therein, including, without limitation, any and  
8 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,  
9 damages, actions or causes of action which are alleged, or reasonably could have been alleged based  
10 on the facts and claims asserted in the Class Action, and any claim for penalties associated therewith,  
11 except for claims for PAGA penalties, which are separately released hereinbelow, including without  
12 limitation to, claims for restitution and other equitable relief; claims for unpaid minimum wages,  
13 wages, and overtime wages; failure to properly calculate the regular rate; failure to properly  
14 calculate overtime; failure to provide rest periods or meal periods or to provide compensation in lieu  
15 thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid  
16 minimum wages, wages, or overtime wages; penalties for incomplete payroll records and wage  
17 statements; failure to timely pay final wages; failure to pay split shift premiums, failure to reimburse  
18 for business expenses; wage statement violations; failure to provide accurate wage statements;  
19 failure to comply with California's Paid Sick Leave laws, including the notice requirements thereof;  
20 failure to maintain required records; claims relating to the failure to provide personnel files and  
21 wage statements; interest on any claim and claims for unfair competition arising from the Labor  
22 Code violations alleged in the Operative Complaint.

23                   c.       The “Aggrieved Employees” are defined as all persons currently or  
24 formerly employed by Defendant, either directly or through any subsidiary, staffing agency or  
25 professional employer organization, as non-exempt, hourly-paid employees, at any time from July  
26 29, 2020 through October 7, 2023.

27                   d.       The “PAGA Released Claims” are defined as all claims for PAGA  
28 penalties based on the allegations raised by Plaintiffs in the PAGA Notice, and all transactions and

1 occurrences upon which those claims were based, including all civil penalties sought on behalf of  
2 the LWDA under PAGA (including, but expressly not limited to, relief demanded for alleged  
3 violations of Labor Code sections 201, 202, 203, 203.1, 204, 204a, 210, 223, 226, 226.7, 246, 432,  
4 432.5, 432.6, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and  
5 2802, as well as alleged violations of IWC Wage Orders ), and all costs and attorneys' fees related  
6 thereto.

7               4.       Class Counsel are awarded attorneys' fees in the amount of \$132,996.45  
8 comprised of attorneys' fees in the amount of One Hundred Fifteen Thousand, Five Hundred Dollars  
9 and Seventy-Eight Cents (\$115,500.00) and reimbursement of costs and expenses in the amount of  
10 Seventeen Thousand, Four Hundred Ninety-Six Dollars and Forty-Five Cents (\$17,496.45). Class  
11 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,  
12 Plaintiff, or members of the Class.

13               5.       The payment of the Service Award to the Plaintiff in the amount of \$7,500.00  
14 is approved.

15               6.       The payment of \$6,000.00 to the Settlement Administrator for Settlement  
16 Administration Costs is approved.

17               7.       The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,  
18 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court  
19 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any  
20 fraud or collusion.

21               8.       Amended Final Judgment is hereby entered in this action. The Amended  
22 Final Judgment shall bind each Participating Class Member.

23               9.       The Amended Final Judgment shall also bind Plaintiff, acting on behalf of  
24 the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys'  
25 General Act ("PAGA").

26               10.      The Court further finds and determines that Class Counsel satisfied California  
27 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising  
28

1 under the Private Attorney General Act (“PAGA”) on November 20, 2023, and again on May 16,  
2 2024.

3               11. The Court orders Class Counsel to comply with California Labor Code §  
4 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s  
5 entry of this Order.

6               12. The Agreement is not an admission by Defendant, nor is this Amended Final  
7 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any  
8 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document  
9 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may  
10 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.  
11 The entering into or carrying out of the Agreement, and any negotiations or proceedings related  
12 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or  
13 concession with regard to the denials or defenses by Defendant and shall not be offered in evidence  
14 in any action or proceeding against Defendant in any court, administrative agency or other tribunal  
15 for any purpose as an admission whatsoever other than to enforce the provisions of this Amended  
16 Final Approval Order and Judgment, the Settlement, or any related agreement or release.  
17 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other  
18 proceeding this Amended Final Approval Order and Judgment, the Agreement, or any other papers  
19 and records on file in the Action as evidence of the Settlement to support a defense of res judicata,  
20 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
21 claims being released by the Settlement.

22               13. Notice of entry of this Amended Final Approval Order and Judgment shall  
23 be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to  
24 send notice of entry of this Amended Final Approval Order and Judgment to individual Class  
25 Members and the Amended Final Approval Order and Judgment shall be posted on Settlement  
26 Administrator’s website as indicated in the Class Notice.

27               14. After entry of Amended Final Judgment, the Court shall retain jurisdiction to  
28 construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested

1 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from  
2 or in connection with the distribution of settlement benefits.

3 15. The Court sets a Compliance Hearing Re: Final Distribution for  
4 12/17/24 at 1:30 p.m. A Declaration RE: Settlement Compliance shall be filed  
5 five (5) days prior to the hearing.

6 16. If the Settlement does not become final and effective in accordance with the  
7 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
8 Defendant consistent with the terms of the Settlement, then this Amended Final Approval Order and  
9 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall  
10 be vacated.

11 Counsel shall hold back the payment of 10% of attorneys fees until all other distributions are made.

12 **IT IS SO ORDERED.**

13 DATED: 10/08/2024, ~~2024~~

14 

15 Hon. Noel Wise

16 JUDGE OF THE SUPERIOR COURT  
17 **Noel Wise / Judge**

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

3 At the time of service, I was over 18 years of age and not a party to this action. I am  
4 employed in the County of San Francisco, State of California. My business address is 1604 Union  
Street, San Francisco, CA 94123.

5 On October 2, 2024, I served a true and correct copy of the documents described as:

6 **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL**

7 I served this document on the interested parties in this action as follows:

8  
9 Shani O. Zakey  
10 ZKEY LAW GROUP, APLC  
5440 Morehouse Drive, Suite 3600  
11 San Diego, CA 92121  
Tel.: (619) 255-9047  
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14 *Attorneys for Plaintiff Dante Henderson*

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15 *Attorneys for Plaintiff Dante Henderson*

16 **[X] SERVICE BY ELECTRONIC TRANSMISSION/E-MAIL:** Based on an agreement of the  
17 parties to accept service by e-mail or electronic transmission, I sent the document(s) on the date  
shown below to the e-mail addresses of the persons listed below. I did not receive within a reasonable  
18 time after the transmission any electronic message or other indication that the transmission was  
unsuccessful.

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct. Executed on October 2, 2024, in Mountain View, California.

21  
22 

23 \_\_\_\_\_  
Emily Groleski