

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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

Plaintiffs,

vs.

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

Defendants.

Case No. HG21115170

**[PROPOSED] 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 August 15, 2023, 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 6. The Agreement provides for a Gross Settlement Amount of \$385,000.00.
6 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
7 Cal.App.4th 1794, 1801.)

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

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

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

16 d. No objections were received. No requests for exclusion were
17 received.

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

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

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

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$40,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$30,000.00 to LWDA and \$10,000.00 of the PAGA Payment to
5 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
6 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Costs**

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

15 11. A payment of Attorneys' Fees and Litigation Costs of One Hundred Forty-
16 Five Thousand, Eight Hundred Twenty-Nine Dollars and Seventy-Eight Cents (\$145,829.78)
17 comprised of attorneys' fees in the amount of One Hundred, Twenty-Eight Thousand, Three
18 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$128,333.33) and reimbursement of costs
19 and expenses in the amount of Seventeen Thousand, Four Hundred Ninety-Six Dollars and Forty-
20 Five Cents (\$17,496.45) is reasonable in light of the contingent nature of Class Counsel's fee, the
21 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
22 attorneys' fee award represents thirty-five percent (35%) of the common fund, which is reasonable,
23 and is supported by Class Counsel's lodestar.

24 **Service Award**

25 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
26 and Zero Cents (\$10,000.00) for Plaintiff, Dante Henderson, subject to the Court's approval. The
27 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable in
28 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

1 **Settlement Administration Costs**

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

6 **II.**

7 **ORDERS**

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

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

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

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

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

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

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

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

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

24 d. The “PAGA Released Claims” are defined as all claims for PAGA
25 penalties based on the allegations raised by Plaintiffs in the PAGA Notice, and all transactions and
26 occurrences upon which those claims were based, including all civil penalties sought on behalf of
27 the LWDA under PAGA (including, but expressly not limited to, relief demanded for alleged
28 violations of Labor Code sections 201, 202, 203, 203.1, 204, 204a, 210, 223, 226, 226.7, 246, 432,

1 432.5, 432.6, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and
2 2802, as well as alleged violations of IWC Wage Orders), and all costs and attorneys' fees related
3 thereto.

4 5. Class Counsel are awarded attorneys' fees in the amount of \$145,829.78
5 comprised of attorneys' fees in the amount of One Hundred, Twenty-Eight Thousand, Three
6 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$128,333.33) and reimbursement of costs
7 and expenses in the amount of Seventeen Thousand, Four Hundred Ninety-Six Dollars and Forty-
8 Five Cents (\$17,496.45). Class Counsel shall not seek or obtain any other compensation or
9 reimbursement from Defendant, Plaintiff, or members of the Class.

10 6. The payment of the Service Award to the Plaintiff in the amount of
11 \$10,000.00 is approved.

12 7. The payment of \$6,000.00 to the Settlement Administrator for Settlement
13 Administration Costs is approved.

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

18 9. Final Judgment is hereby entered in this action. The Final Judgment shall
19 bind each Participating Class Member.

20 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
21 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
22 ("PAGA").

23 11. The Court further finds and determines that Class Counsel satisfied California
24 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
25 under the Private Attorney General Act ("PAGA") on November 20, 2023, and again on May 16,
26 2024.

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1 12. The Court orders Class Counsel to comply with California Labor Code §
2 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
3 entry of this Order.

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

19 14. Notice of entry of this Final Approval Order and Judgment shall be given to
20 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
21 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
22 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
23 in the Class Notice.

24 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
25 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
26 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
27 connection with the distribution of settlement benefits.

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1 16. The Court sets a Case Management Conference RE: Settlement Compliance
2 for _____ at _____ a.m./p.m. A Declaration RE: Settlement Compliance shall be filed five
3 (5) days prior to the hearing.

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

8 **IT IS SO ORDERED.**

9 DATED: _____, 2024
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12 _____
13 Hon. Noel Wise
14 JUDGE OF THE SUPERIOR COURT
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