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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF TULARE

AMANDA HERNANDEZ, KIMBERLY
CONLEY, GRAVIELA VALENCIA, and
SERENA VELASQUEZ, individuals, on
behalf of themselves and on behalf of all
persons similiary situated,

Plaintiffs,

v.

PARENTING NETWORK, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. VCU287027
**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: March 14, 2023
Time: 8:30 a.m.

Judge: Hon. Bret Hilman
Dept.: 17

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class Action
2 and PAGA Claims and Release of Claims (“Agreement”) and Motion for Class Counsel Award and
3 Class Representative Service Awards duly came on for hearing on March 14, 2023, before the
4 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiffs AMANDA HERNANDEZ, KIMBERLY CONLEY, GRAVIELA VALENCIA, and
6 SERENA VELASQUEZ (“Plaintiffs”). Demaria Law Firm, A.P.C. appeared on behalf of
7 Defendant PARENTING NETWORK, INC. (hereinafter “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 Tulare (“Court”), Case No. VCU287027, entitled
16 *Hernandez v. Parenting Network, Inc.*, and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On September 13, 2022, the Court granted preliminary approval of a class-
19 wide settlement. At this same time, the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on January 3, 2023.
25 Mailing of the Notice Packet 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 Notice Packet
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 March 4, 2023. 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 \$225,000.00.
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. The percentage of objectors and requests for exclusion is small. No
17 objections were received. No requests for exclusion were 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
23 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
24 litigation and 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 Settlement Class Members.

27 **Attorneys' Fees and Litigation Expenses**

1 9. The Agreement provides for a Class Counsel Award in the amount of up to
2 Ninety Thousand Dollars and Zero Cents (\$90,000.00). Subject to Court approval, the Class
3 Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount,
4 or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) and reimbursement of costs and
5 expenses in the amount of Eleven Thousand Seven Hundred Sixty Two Dollars and Forty Three
6 Cents (\$11,762.43).

7 10. A Class Counsel Award of Eighty Six Thousand Seven Hundred Sixty Two
8 Dollars and Forty Three Cents (\$86,762.43) comprised of attorneys' fees in the amount of Seventy-
9 Five Thousand Dollars and Zero Cents (\$75,000.00) and reimbursement of actually incurred costs
10 and expenses in the amount of Eleven Thousand Seven Hundred Sixty Two Dollars and Forty Three
11 Cents (\$11,762.43) is reasonable in light of the contingent nature of Class Counsel's fee, the hours
12 worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee
13 award represents 1/3 of the common fund, which is reasonable and at the low end of the range for
14 fee awards in common fund cases and is supported by Class Counsel's lodestar.

15 **Class Representative Service Awards**

16 11. The Agreement provides for Class Representative Service Awards of
17 Twenty-Five Thousand Dollars and Zero Cents (\$25,000) comprised of up to Seven Thousand Five
18 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Hernandez, up to Seven Thousand Five
19 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Conley, up to Five Thousand Dollars and
20 Zero Cents (\$5,000.00) to Plaintiff Valencia, and up to Five Thousand Dollars and Zero Cents
21 (\$5,000.00) to Plaintiff Velasquez, subject to the Court's approval. The Court finds that the amount
22 of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), comprised of Seven Thousand Five
23 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Hernandez, Seven Thousand Five Hundred
24 Dollars and Zero Cents (\$7,500.00) to Plaintiff Conley, Five Thousand Dollars and Zero Cents
25 (\$5,000.00) to Plaintiff Valencia, and Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff
26 Velasquez is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class
27 action litigation.

28 **Settlement Administration Costs**

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

II.

ORDERS

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

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include all of Defendant’s current and former non-exempt employees employed in California (“Class”) during the period from May 19, 2017 to January 19, 2022 (“Class Period”).

2. Every person in the Class who did not submit a timely and valid Request for Exclusion is a Settlement Class Member. There were zero Requests for Exclusion submitted by the Class Members.

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

4. Class Counsel are awarded attorneys' fees in the amount Eighty Six Thousand Seven Hundred Sixty Two Dollars and Forty Three Cents (\$86,762.43) for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) and litigation expenses in the amount of Eleven Thousand Seven Hundred Sixty Two Dollars and Forty Three Cents (\$11,762.43). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs, or members of the Class.

5. The payment of the Class Representative Service Awards to the Plaintiffs in the amount of \$25,000.00, comprised of \$7,500.00 to Plaintiff Hernandez, \$7,500.00 to Plaintiff Conley, \$5,000.00 to Plaintiff Valencia, and \$5,000.00 to Plaintiff Velasquez is approved.

1 6. The payment of \$8,000.00 to the Settlement Administrator for Settlement
2 Administration Costs is approved.

3 7. The PAGA Settlement of \$5,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
5 that Plaintiffs and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
6 fraud or collusion.

7 8. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
9 of Defendant from all class claims alleged in the operative complaint which occurred during the
10 Class Period. To the extent employees are required to “opt-in” to have this release be deemed
11 effective under federal law, the acceptance and negotiation of any settlement check shall be deemed
12 effective for that purpose.

13 9. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
14 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys’
15 General Act (“PAGA”) and shall release Defendant from all PAGA claims alleged in the operative
16 complaint and Plaintiffs’ PAGA notices to the LWDA which occurred during the PAGA Period,
17 and other than the named Plaintiffs, expressly excluding all other claims, including claims for vested
18 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
19 compensation, and PAGA claims outside the PAGA Period.

20 10. The term “Aggrieved Employees” is hereby defined as all employees who
21 are previously were employed by Defendant in California and who were classified as non-exempt
22 employees during the PAGA Period. The PAGA Period means the period between February 19,
23 2020 to January 19, 2022.

24 11. In addition to the release given by each Settlement Class Member, Plaintiffs
25 also generally release Defendant from any and all claims as set forth in the General Release by
26 Plaintiffs in the Agreement.

27 12. The Agreement is not an admission by Defendant, nor is this Final Approval
28 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by

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

14 13. Notice of entry of this Final Approval Order and Judgment shall be given to
15 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice
16 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
17 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
18 in the Notice Packet.

19 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
20 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
21 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
22 connection with the distribution of settlement benefits.

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

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IT IS SO ORDERED.

DATED: March 14, 2023



Hon. Bret Hilman
Judge, Superior Court for the State of California,
County of Tulare