

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Perssia P. 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 Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

BRITTANI POWELL, MELANIE
MCCONNAUGHY, and ROSCOE SIMPSON
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

CORE COMMUNITY ORGANIZED RELIEF
EFFORT, a California Nonprofit Corporation
and DOES 1 through 50, Inclusive;

Defendants.

Case No.: CGC-21-596527

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: March 6, 2024
Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer, Jr.
Dept.: 302

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Costs and Enhancement Payment duly
3 came on for hearing on March 6, 2024, before the above-entitled Court. Zakay Law Group, APLC,
4 and the JCL Law Firm, APC, appeared on behalf of Plaintiffs BRITTANI POWELL and MELANIE
5 MCCONNAUGHY ("Plaintiffs"). Haig B. Kazandjian Lawyers, APC appeared on behalf of
6 Plaintiff ROSCOE SIMPSON. Greenberg Traurig, LLP appeared on behalf of Defendant CORE
7 COMMUNITY ORGANIZED RELIEF EFFORT, a California Nonprofit Corporation (hereinafter
8 "Defendant").

9 **I.**

10 **FINDINGS**

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

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

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Los Angeles ("Court"), Case No. CGC-21-
17 596527, entitled *Brittani Powell, et al. v. Core Community Organized Relief Effort* and over all
18 Parties to this litigation, including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On September 5, 2023, the Court granted preliminary approval of a class-
21 wide settlement. At this same time the court approved certification of a provisional settlement class
22 for settlement purposes only. The Court confirms this Order and finally approves the settlement
23 and the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Class Notice was
26 mailed by first class mail to the Class Members at their last known addresses on October 4, 2023.
27 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was November 20, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. Only one Class Member
6 requested exclusion. The name of the Class Member who opted out is Zenani Shakur.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$2,030,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

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

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

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

19 d. No objections were received. Only one requests for exclusion was
20 received.

21 e. The participation rate is high. Approximately 99.95% of Class
22 Members will be participating in the Settlement and will be sent settlement payments.

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

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

3 **PAGA Settlement Amount**

4 9. The Agreement provides for a payment of PAGA Settlement Amount in the
5 amount of \$100,000.00. The Court has reviewed the PAGA Settlement Amount and finds and
6 determines that the PAGA Settlement Amount and the allocation of \$75,000.00 to LWDA and
7 \$25,000.00 to Aggrieved Employees is fair and reasonable and complies with the requirements set
8 forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Attorneys' Fees and Costs**

10 10. The Agreement provides for a payment for Attorneys' Fees and Costs in the
11 amount of up to Six Hundred Ninety-Three Thousand, Six Hundred Ninety-Nine Dollars and Thirty-
12 Two Cents (\$693,699.32). Subject to Court approval, the Attorneys' Fees and Costs consists of
13 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Six Hundred Seventy-
14 Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$676,666.66) and
15 reimbursement of litigation expenses in the amount of Seventeen Thousand, Thirty-Two Dollars
16 and Sixty-Six Cents (\$17,032.66).

17 11. An award of Attorneys' Fees and Costs of Six Hundred Ninety-Three
18 Thousand, Six Hundred Ninety-Nine Dollars and Thirty-Two Cents (\$693,699.32) comprised of
19 attorneys' fees in the amount of Six Hundred Seventy-Six Thousand, Six Hundred Sixty-Six Dollars
20 and Sixty-Six Cents (\$676,666.66) and reimbursement of litigation expenses in the amount of
21 Seventeen Thousand, Thirty-Two Dollars and Sixty-Six Cents (\$17,032.66) is reasonable in light of
22 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
24 which is reasonable, and is supported by Class Counsel's lodestar.

25 **Enhancement Payment**

26 12. The Agreement provides for an Enhancement Payment of up to Twelve
27 Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) allocated to each Plaintiff for
28 Plaintiffs, Britanni Powell, Melanie McConnaughy, and Roscoe Simpson, subject to the Court's

1 approval. The Court finds that the amount of Twelve Thousand Five Hundred Dollars and Zero
2 Cents (\$12,500.00) is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this
3 class action litigation.

4 **Settlement Administration Expenses**

5 13. The Agreement provides for Settlement Administration Expenses to be paid
6 in an amount not to exceed \$23,000.00. The Declaration of the Administrator provides that the
7 actual claims Settlement Administration Expenses were \$23,000.00. The amount of this payment is
8 reasonable in light of the work performed by the 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 who worked for Defendant as non-exempt employees in California at any
15 time during the Class Period (November 8, 2017, to January 10, 2023), excluding
16 Rose Valenzuela.

17 2. There are 2,024 members of the Class. Every person in the Class who did
18 not opt out is a Participating Class Member. After providing Notice to the Class, there is one opt-
19 out to the Settlement. The name of the Class Member who opted out is Zenani Shakur.

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

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

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1 a. The “Released Parties” means Defendant and each of its former and
2 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
3 successors, assigns, subsidiaries, affiliates.

4 b. The “Settled Class Claims” are defined as all claims, rights, demands,
5 liabilities, and causes of action, arising from, or reasonably related to, the same set of operative facts
6 alleged in the operative Complaint in the Lawsuit, including (1) Unfair Competition in violation of
7 Cal. Bus. & Prof. Code §§ 1700, *et. seq.*, based on the code sections and IWC Wage Orders
8 described herein; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*,
9 (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1,
10 C.C.R. Tit. 8, § 11050(5)(A), & C.C.R., Tit. 8 § 11050(4)(C); (4) Failure to Provide Required Meal
11 Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
12 Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
13 Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in violation of Cal.
14 Lab. Code §§ 2800 & 2802; (7) Failure to Provide Accurate Itemized Wage Statements, including
15 claims for failure to provide wage statements upon request, in violation of Cal. Lab Code §226; (8)
16 Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (9) Violation
17 of the Private Attorneys General Act [Labor Code §§ 2698, *et. seq.* (“PAGA”). The Settled Class
18 Claims are limited to those that accrued during the Class Period. The Settled Class Claims expressly
19 exclude claims for penalties pursuant to PAGA, which shall be separately released herein.

20 c. The “Aggrieved Employees” are defined as all persons who worked
21 for Defendant as non-exempt, hourly paid employees in California at any time during the PAGA
22 Period (September 2, 2020, to January 10, 2023), excluding Rose Valenzuela.

23 d. The “Settled PAGA Claims” are defined as all claims, rights,
24 demands, liability, and causes of action for civil penalties pursuant to PAGA, arising from or
25 reasonably related to the same set of operative facts alleged in the operative Complaint in the
26 Lawsuit and Plaintiff Powell’s notice of claims to the LWDA.

27 5. Class Counsel are awarded attorneys’ fees in the amount of Six Hundred
28 Ninety-Three Thousand, Six Hundred Ninety-Nine Dollars and Thirty-Two Cents (\$693,699.32) for

1 the Attorneys' Fees and Costs comprised of one-third of the Gross Settlement Amount, or Six
2 Hundred Seventy-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$676,666.66)
3 ("Attorneys' Fees") and litigation expenses in the amount of Seventeen Thousand, Thirty-Two
4 Dollars and Sixty-Six Cents (\$17,032.66). Class Counsel shall not seek or obtain any other
5 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

6 6. The payment of the Enhancement Payments to the Plaintiffs in the amount of
7 \$12,500.00 each is approved.

8 7. The payment of \$23,000.00 to the Administrator for Settlement
9 Administration Expenses is approved.

10 8. The PAGA Settlement Amount of \$100,000.00 is hereby approved as fair,
11 reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further,
12 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement Amount at arms-
13 length, absent of any fraud or collusion.

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

16 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
17 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
18 ("PAGA").

19 11. The Court further finds and determines that Class Counsel satisfied California
20 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising
21 under the Private Attorney General Act ("PAGA") on July 28, 2023, and again on February 9, 2024.

22 12. The Court orders Class Counsel to comply with California Labor Code §
23 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
24 entry of this Order.

25 13. The Agreement is not an admission by Defendant, nor is this Final Approval
26 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
27 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
28 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an

1 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
2 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
3 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
4 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
5 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
6 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
7 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
8 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
9 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
11 or issue preclusion or similar defense as to the claims being released by the Settlement.

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

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

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

25 **IT IS SO ORDERED.**

26 DATED: _____, 2024

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28 _____
Hon. Richard B. Ulmer
JUDGE OF THE SUPERIOR COURT