

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

GABRIELLE BOYD, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

BLUESTONE LANE HOLDINGS, LLC, a
Delaware limited liability company;
BLUESTONE LANE NY LLC, a New York
limited liability company; and DOES 1
through 50, Inclusive,

Defendants.

Case No. CGC-20-585787

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 31, 2022
Time: 9:30 a.m.

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

1 This matter came on for hearing on August 31, 2022 at 9:30 a.m., in front of the Hon. Richard
2 B. Ulmer, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class Action
3 and PAGA Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with Jean-
4 Claude Lapuyade, Esq. of the JCL Law Firm and Shani O. Zakay, Esq. of Zakay Law Group, APLC
5 appearing as counsel for plaintiff GABRIELLE BOYD, and David Cheng, Esq. and Noah M. Woo,
6 Esq. of Ford Harrison, LLP, appearing as counsel for defendant BLUESTONE LANE HOLDING
7 LLC A and BLUESTONE LANE NY LLC (hereinafter "Defendants").

8 The Court, having received and carefully considering the Joint Stipulation of Settlement of
9 Class Action Claims and Release of Claims ("Settlement Agreement"), the supporting papers filed by
10 the Parties, the evidence and argument received by the Court in conjunction with the unopposed
11 Motion for Preliminary Approval heard on April 26, 2022 the instant Motion for Order Granting Final
12 Approval of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and
13 HEREBY ORDERS THE FOLLOWING:

14 1. All capitalized terms used herein shall have the same meaning as defined in the
15 Settlement Agreement which was attached to the Declaration of Jean-Claude Lapuyade, Esq. as
16 Exhibit "A".

17 2. This Court has jurisdiction over the subject matter of this litigation pending in the
18 California Superior Court for the County of San Francisco ("Court"), Case No. CGC-20-585787,
19 entitled *Boyd v. Bluestone Lane Holdings, LLC, et al.*, and over all Parties to this litigation, including
20 the Class.

21 3. Pursuant to the April 26, 2022, Order Granting Preliminary Approval, the Notice Packet
22 was sent to each Settlement Class Member by first-class mail on June 24, 2022. These papers informed
23 the Settlement Class Members of the terms of the Settlement, and of (a) their right to receive an
24 Individual Settlement Payment, (b) their right to comment on or object to the Settlement, (c) their right
25 to request exclusion from the Settlement and pursue their own remedies, and (d) their right to appear
26 in person or by counsel at the final approval hearing and to be heard regarding approval of the
27 Settlement.

28 4. The Response Deadline for opting out or objecting was August 8, 2022. Following the

1 conclusion of the Response Deadline, the Settlement Administrator reports that it received **zero**
2 **written objections** to the Settlement and **zero written Requests for Exclusion** from the Settlement.
3 Adequate periods of time were provided by each of these procedures. All Class Members will be
4 participating in the Settlement and will be sent Individual Settlement Payments.

5 5. The Court finds and determines that this notice procedure afforded adequate protections
6 to the Settlement Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of the Settlement Class. The Court finds
8 and determines that the notice provided in this case was the best notice practicable, which satisfied the
9 requirements of California Rules of Court, rule 3.769.

10 6. With respect to the Settlement Class Members and for purposes of approving this
11 Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are
12 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of
13 law or fact common to the Settlement Class Members, and there is a well-defined community of
14 interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the
15 claims of Class Representative GABRIELLE BOYD are typical of the claims of the Settlement Class
16 Members; (d) the Class Representative has fairly and adequately protected the interests of the
17 Settlement Class Members; (e) a class action is superior to other available methods for an efficient
18 adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-
19 Claude Lapuyade, Esq. of the JCL LAW FIRM, APC and Shani O. Zakay, Esq. of ZAKAY LAW
20 GROUP, APLC (hereinafter “Class Counsel”), are qualified to serve as counsel for the Class
21 Representative and the Settlement Class Members in their individual and representative capacity for
22 the Settlement Class Members.

23 7. The Court has certified the class, as defined in and by the terms of the Settlement
24 Agreement as follows:

25 (a) The “Class Members” or the “Class” means “All current and former
26 non-exempt California employees employed by Defendants during the
27 Class Period.”;

28 (b) The Class Period is defined as the period from April 6, 2016, to

December 3, 2021.

8. The Court deems the definition of the class sufficient for purposes of California Rule of Court 3.765(a).

9. The Court hereby confirms Jean-Claude Lapuyade, Esq., of the JCL LAW FIRM, APC (“JCL”) and Shani O. Zakay, Esq. of ZAKAY LAW GROUP, APLC (“ZLG”)

10. The Court hereby confirms plaintiff Gabrielle Boyd as the Class Representative in this Action.

11. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having found that the Settlement was reached as a result of informed and non-collusive arms’ length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Settlement Class.

12. The Court further finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

13. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorney General Act (“PAGA”) on March 30, 2022, and again on August 9, 2022.

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

15. The Court finds and determines that the Individual Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby

grants final approval to and orders the payment of those amounts be made to the participating Settlement Class Members in accordance with the Settlement Agreement.

16. The Court finds and determines that payment to the California Labor and Workforce Development Agency, the LWDA Payment, of \$7,500.00, as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

17. The Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM, Inc., in the amount of \$11,000.00, are fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount in accordance with the Settlement.

18. The Court finds and determines the Class Representative Service Award in the sum of \$7,500 to the Class Representative is fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to the Class Representative in accordance with the terms of the Settlement Agreement.

19. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments submitted by Class Counsel, the Court hereby awards Class Counsel a Class Counsel Award in the amount of **\$111,666.67**. The Class Counsel Award is comprised of two components. First, \$86,666.67 in attorneys' fees which represents one-third of the Gross Settlement Sum. Second, an amount up to \$7,451.73 for actually incurred litigation costs as evidenced by Class Counsels' billing records. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

20. The Court further orders that the attorneys' fee portion of the awarded Class Counsel Award be allocated among Class Counsel in the following percentages:

- a. 50% to JCL; and
- b. 50% to ZLG.

21. The Court further orders that the costs portion of the awarded Class Counsel Award be allocated as follows: \$1,946.33 to JCL and \$5,505.40 to ZLG.

22. Without affecting the finality of this order or the entry of judgment in any way, the

Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

23. Neither Defendants nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

24. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendants or any related person or entity.

25. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendants make payments to the participating Settlement Class Members in accordance with the Settlement, and including use of the Settlement, Judgment, or Order as a bar or affirmative defense, in whole or in part, to any future or other claims.

26. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for _____, 2022 at _____ a.m., in Dept. 302.

27. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement granted on April 26, 2022, and this order.

28. The Final Judgment shall bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages or causes of action of any nature and description whatsoever, at law or in equity, whether under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, which Plaintiff

1 asserted in the Action or could have asserted based on the facts alleged in the operative complaint,
2 against the Released Persons including, without limitation, California Labor Code sections 201,
3 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 351, 510, 512, 558, 1174(d), 1174.5, 1194,
4 1197, 1197.1, 1197.14, 1198, 1199, California Labor Code section 2698, *et seq.*, the applicable
5 industrial welfare commission wage order(s), the California Unfair Competition Law and California
6 Business & Professions Code sections 17200, *et seq.* with respect only to claims arising from
7 violations of the California Labor Code released herein, the Fair Labor Standards Act (29 U.S.C.
8 sections 201, *et seq.*) with respect only to claims arising from violations of the California Labor Code
9 released herein, or any other claims in law or equity, to the extent the claims, causes of action,
10 damages, restitution, penalties, and other relief arose out of the following causes of action for (1)
11 Unfair Competition in Violation of Cal. Bus. & Prof. Code sections 17200, *et seq.*, with respect only to
12 claims arising from violations of the California Labor Code released herein (2) Failure to pay overtime
13 in violation of Labor Code sections 510, *et seq.*, (3) Failure to pay minimum wages in violation of
14 Labor Code sections 1194, 1197, and 1197.1, (4) Failure to provide required meal periods in violation
15 of Labor Code sections 226.7 and 512 and the applicable IWC wage order, (5) Failure to provide
16 required rest periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC wage
17 order, (6) Failure to provide accurate itemized statements in violation of Labor Code section 226, (7)
18 Failure to pay wages when due in violation of Labor Code sections 201, 202, and 203, and (8) Failure
19 to provide gratuities in violation of Labor Code section 351, but expressly excluding any and all
20 claims for violations of the Private Attorney General Act, which are being separately released. To the
21 extent employees are required to “opt-in” to have this release be deemed effective under federal law,
22 the acceptance and negotiation of any settlement check shall be deemed effective for that purpose.

23 29. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California and
24 all Aggrieved Employees, pursuant to the California Private Attorneys’ General Act (“PAGA”) and
25 shall release Defendants from any and all claims for PAGA penalties asserted in the Action and in
26 Plaintiff’s Notice of Violations to the LWDA, dated July 27, 2020.

27 30. Notice of entry of this Final Approval Order and Judgment shall be given to Class
28 Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry

of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated in the Notice Packet.

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

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

33. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Class Counsel Award.

34. Accordingly, the motions for Final Approval of Class Action Settlement and Attorneys' Fees, Costs, and Service Awards are GRANTED, and the corresponding Judgment filed with the motion shall be ENTERED.

IT IS SO ORDERED.

Date: _____, 2022

JUDGE OF THE SUPERIOR COURT