

DEC 14 2020
Filed
BRANDON E. RILEY, CLERK

Brandon E. Riley
DEPUTY

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Brandon Brouillette (SBN 273156)
Brandon.Brouillette@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Belinda Payton and Charmaine Walker

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

BELINDA PAYTON, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

PRIDE INDUSTRIES, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-UOE-2017-7110

[Assigned to the Hon. Barbara Kronlund]

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: December 14, 2020

Time: 9:00 a.m.

Place: Department 10-D

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
4 Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action Settlement and Release (collectively, "Settlement Agreement" or
13 "Settlement"). Unless indicated otherwise, capitalized terms used herein have the same meaning as those
14 defined by the Settlement Agreement.

15 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
16 parties to the action, including all members of the Settlement Class.

17 4. The Class Notice fully and accurately informed Class Members of all material elements
18 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
19 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
20 with the laws of the State of California and due process. The Class Notice fairly and adequately
21 described the settlement and provided Class Members with adequate instructions and a variety of means
22 to obtain additional information.

23 5. Class Members were given a full opportunity to participate in the Final Approval
24 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly,
25 the Court determines that all Class Members who did not timely and properly opt out of the settlement
26 are bound by this Order.

27 6. The Court has considered all relevant factors for determining the fairness of the
28 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court
9 with sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
19 provides Class Members with fair and adequate relief.

20 9. The Settlement Agreement is not an admission by Defendant or by any other released
21 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
22 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
23 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
25 Defendant or any of the other released parties.

26 10. Final approval shall be with respect to: All persons who were employed by Defendant
27 PRIDE Industries ("Defendant") in non-exempt positions at the California Department of Corrections
28 and Rehabilitation ("CDCR") in Stockton, California during the period from January 1, 2016 to July 24,

1 2020.

2 11. Plaintiffs Belinda Payton and Charmaine Walker are suitable Class Representatives and
3 are hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs'
4 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
5 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

6 12. The Court hereby awards Plaintiffs enhancement payments of \$10,000 to Belinda Payton
7 and \$5,000 to Charmaine Walker for their service on behalf of the Settlement Class, and for agreeing to
8 general releases of all claims arising out of their employment with Defendant.

9 13. The Court finds that the attorneys at Capstone Law APC have the requisite
10 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
11 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
12 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

13 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be added to the Net
16 Settlement Amount.

17 15. The Court hereby awards \$216,667 in attorneys' fees and \$22,500 in costs and expenses
18 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
19 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
20 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
21 via their lodestar crosscheck, and the Court finds that the rates and hours billed are fair and reasonable.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$11,500 to CPT Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.

1 These Class Members have released and forever discharged the Defendant for any and all Released
2 Claims.

3 IT IS SO ORDERED.

4 DEC 14 2020

5 Dated: _____



Hon. Barbara Kronlund
San Joaquin County Superior Court