

1 William L. Marder, Cal Bar No. 170131
2 POLARIS LAW GROUP, LLP
3 501 San Benito Street, Suite 200
4 Hollister, California 95023
5 Telephone: 831.531.4214
6 Facsimile: 831.634.0333

7 Dennis S. Hyun (State Bar No. 224240)
8 HYUN LEGAL, APC
9 515 S. Figueroa St., Suite 1250
10 Los Angeles, CA 90071
11 (213) 488-6555
12 (213) 488-6554 facsimile

13 Attorneys for Plaintiff and the Class

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

ARTURO CARDENAS, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

v.

HIGH END DEVELOPMENT, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. FCS054544

[Assigned to the Hon. Stephen Gizzi, Dept. 3]

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF
JUDGMENT THEREON**

Date: October 27, 2023
Time: 9:30 a.m.
Dept.: 3

Complaint Filed: March 16, 2020
Trial Date: None Set

File By FAX

1 Plaintiff Arturo Cardenas ("Plaintiff") and the settling Defendant High End Development,
2 Inc. ("Defendant") (together, the "Parties") have entered into the Joint Stipulation of Class Action
3 Settlement between the Parties ("Settlement Agreement") to settle the above-captioned class
4 action subject to the Court's approval (the "Settlement").

5 On October 28, 2022, this Court granted Plaintiff's Motion for Final Approval of Class
6 Action Settlement, including approval of an Enhancement Award for the Named Plaintiff and
7 Class Counsel's Application for a Fee and Expense Award.

8 **I. BACKGROUND**

9 On January 7, 2020, Plaintiff submitted her written notice to the Labor Workforce
10 Development Agency (the "LWDA") alleging violations of Labor Code §§ 226 and 226.3
11 ("PAGA Notice"). On March 16, 2020, Plaintiff filed this class action in Solano County Superior
12 Court alleging two causes of action for: (1) Violation of Labor Code § 226(a); and (2) Violation
13 of Labor Code § Labor Code § 2698, *et seq.* (the Private Attorneys General Act, or the "PAGA").
14 After more than a year of litigating, including in engaging in formal discovery, the Parties agreed
15 to mediate the case with Todd Smith, Esq. on February 3, 2022. Prior to mediation, Defendant
16 produced class data from which Plaintiff's counsel was able to conduct a damage analysis. After
17 a full day of negotiations, the Parties were able to reach a global settlement of all class and
18 representative PAGA claims. Plaintiff also executed a general release of claims, including of any
rights under Civil Code § 1542.

19 **A. Class Members**

20 The "Settlement Class" or "Class Members" are defined as all current and former
21 California employees who received a wage statement from Defendant at any time during the
22 period of time from March 16, 2019, through May 29, 2020.

23 **B. Operation of the Settlement.**

24 Pursuant to the Preliminary Approval Order dated June 9, 2022, this Court conditionally
25 certified the Settlement Class and granted preliminary approval of the Settlement. The
26 Preliminary Approval Order also approved the revised class notice and notice plan. The Court
27 entered the Preliminary Approval Order after review and consideration of the pleadings filed in
28 connection herewith, and the supplemental papers and revised Notice of Class Action Settlement.

1 In compliance with the Preliminary Approval Order, the revised Notice of Class Action
2 Settlement was sent to all Class Members via first class mail. The notice process was timely
3 completed.

4 This Court finds that the Settlement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
6 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
7 pursuant to California *Code of Civil Procedure* section 877.6. The Court further finds that the
8 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
9 approval of a class action settlement under California law. Under the provisions of California
10 *Code of Civil Procedure* section 382 and Federal Rule of Civil Procedure 23, as approved for use
11 by the California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial
12 court has discretion to certify a class where:

13 [Q]uestions of law or fact common to the members of the class
14 predominate over any questions affecting only individual
15 members, and that a class action is superior to the available
... Fed. R. Civ. Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these
17 circumstances.

18 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
19 FOLLOWS:

- 20 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
21 Settlement Agreement filed in this case.
- 22 2. The Court has jurisdiction over the subject matter of the litigation, the Class
23 Representative, the other Members of the Settlement Class, and Defendant.
- 24 3. The Court finds that the dissemination of the Notice of Proposed Class Action
25 Settlement as disseminated to the Class Members, constituted the best notice practicable under
26 the circumstances to all Persons within the definition of the Class, and fully met the requirements
27 of California law and due process under the United States Constitution.
- 28 4. The Court approves the settlement of the above-captioned action, as set forth in the

1 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
2 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
3 Agreement.

4 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are
5 to bear their own costs and attorneys' fees.

6 6. The Court hereby certifies the following Settlement Class for settlement purposes
7 only: all current and former California employees who received a wage statement from Defendant
8 at any time during the period of time from March 16, 2019, through May 29, 2020.

9 7. With respect to the Settlement Class and for purposes of approving the Settlement
10 only and for no other purpose, this Court finds and concludes that: (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
12 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
13 community of interest among Members of the Settlement Class with respect to the subject matter
14 of the claims in the Litigation; (c) the claims of Class Representative is typical of the claims of
15 the members of the Settlement Class; (d) the Class Representative has fairly and adequately
16 protected the interests of the members of the Settlement Class; (e) a class action is superior to
17 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
18 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
19 Plaintiff in her individual and representative capacity and for the Settlement Class.

20 8. This Court finds that Defendant has funded \$125,000.00 for the Gross Settlement
21 Amount pursuant to the terms of the Settlement Agreement.

22 9. The Court again approves the method for calculating Individual Settlement
23 Payments, which shall be distributed pursuant to the terms of the Settlement Agreement.

24 10. This Court further finds that ILYM Group, Inc. (the "Administrator") made the
25 following payments from the \$125,000.00 Gross Settlement Amount: (a) Class Counsel
26 attorneys' fees in the amount of \$31,250.00, and reimbursement of costs in the amount of
27 \$10,409.02; (b) a service award in the amount of \$4,000.00 to the Class Representative; (c)
28 \$5,225.25 to the Administrator for its fees and costs relating to the settlement administration
process; and (d) \$9,375.00 to the Labor Workforce Development Agency for its 75% share of

1 penalties pursuant to the Private Attorneys General Act. The Court again finds that these amounts
2 are fair and reasonable.

3 11. As set forth in the Administrator's Declaration, the Individual Settlement
4 Payments were mailed on December 21, 2022, such that the 180-day cashing deadline expired on
5 June 14, 2023. As of June 14, 2023, 52 checks were uncashed, totaling \$3,699.18 . In
6 compliance the Settlement Agreement and with Code of Civil Procedure § 384(b), this Court
7 orders the Administrator to send the uncashed monies in the amount of \$3,699.18 to Legal Aid at
8 Work.

9 12. The Court hereby enters final judgment in this case in accordance with the terms
10 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
11 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
12 over the action and the Parties, including all Settlement Class Members, for purposes of enforcing
13 and interpreting this Order and the Settlement.

14 IT IS SO ORDERED AND ADJUDGED.

15
16 Dated: 10/27/2023


17 HON. STEPHEN GIZZI
18 JUDGE OF THE SUPERIOR COURT
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I, Megan Tittle, am employed by POLARIS LAW GROUP LLP, in the County of San Benito, California. I am over the age of 18 and not a party to the within action. My business address is 501 San Benito Street, Suite 200, Hollister, California 95023.

On this date I caused to be served the **[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTRY OF JUDGMENT THEREON** the parties in this action, by placing copies of the same in envelopes, addressed as follows and delivered in the manner indicated:

Marcus Dong, Esq.
Katherine Catlos, Esq.
Kaufman Dolowich Voluck
425 California Street, Suite 2100
San Francisco, CA 94104
mdong@kdvlaw.com
kcatlos@kdvlaw.com

 (By Mail) I caused each envelope, with postage prepaid to be placed in the United States mail at Hollister, California. I am readily familiar with the business practices of the firm regarding the collection and processing of correspondence for mailing with the United States Postal Service. Pursuant to such business practices, and in the ordinary course of business, all correspondence is deposited with the United States Postal Service on the same day it is placed for collection and mailing.

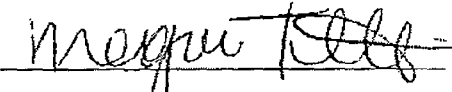
 (By Courier) I delivered the envelopes to UPS who contracted to deliver the envelope to the addressee on the same day next day.

 (By Hand) I delivered the envelope to addressee.

 (By Telecopier) I also caused each document to be sent by telecopier to the fax numbers stated above. The transmissions were reported as complete and without error.

 X (By E-Mail) I caused each document to be send via e-mail to the e-mail stated above via Drop Box. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Hollister, CA on October 10, 2023.


Megan Tittle