

MELMED LAW GROUP P.C.

Martin Sullivan (SBN 274279)
ms@melmedlaw.com
Kyle D. Smith (SBN 280489)
ks@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

JAMES HAWKINS APLC

James R. Hawkins (SBN 192925)
james@jameshawkinsaplc.com
Gregory Mauro (SBN 222239)
greg@jameshawkinsaplc.com
Michael Calvo (SBN 314986)
michael@jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, California 92681
Phone: (949) 387-7200
Fax: (949) 387-6676

Attorneys for Plaintiffs, the Putative Class, and the
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS**

SHARRY BOLLINGER-FELT and
JENNIFER U. YANG, individuals on
behalf of themselves, the State of
California, as a private attorneys general,
and on behalf of all others similarly
situated,

Plaintiffs,

v.

PACIFIC BELLS, LLC, a Washington
Limited Liability Company; and DOES 1
TO 50,

Defendants.

CASE NO.: CV-20-000680
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Stacy P. Speiller, Dept. 22*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES, COSTS,
CLASS REPRESENTATIVE AWARDS, AND
ENTERING JUDGMENT**

Date: January 25, 2022
Time: 8:30 a.m.
Dept.: 22

1 This matter came on for hearing on January 25, 2022 at 8:30 a.m. in Department 22 of the
2 above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees, Costs, and Judgment. For purposes of this Order and Judgment, the Court refers
4 to all defined terms (i.e. terms with initial capitalization) as set forth in the Joint Stipulation of
5 Class Action Settlement and Release, as amended by the Amendment to Joint Stipulation of Class
6 Action Settlement and Release, (the "Settlement Agreement" or "Settlement"). Having received
7 and considered the Settlement Agreement, the supporting papers filed by the Parties, and the
8 evidence and argument received by the Court in conjunction with the Motion for Preliminary
9 Approval of Class Action Settlement, and the instant Plaintiffs' Unopposed Motion for Final
10 Approval, Attorneys' Fees, Costs, Class Representative Award, and Entering of Final Judgment,
11 the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
12 FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
14 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
15 Settlement, of their right to receive their proportional Individual Settlement Payment, of their
16 right to request exclusion from the Class and the Settlement, of their right to comment upon or
17 object to the Settlement and to appear in person or by counsel at the final approval hearing and of
18 the date set for the Final Approval hearing. Adequate periods of time were provided by each of
19 these procedures.

20 2. In response to the Notice, zero (0) members objected and five (5) members
21 requested exclusion. There are no outstanding disputes regarding the Settlement.

22 3. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 4. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered

1 finally approved, and that all terms and provisions of the Settlement Agreement should be and
2 hereby are ordered to be consummated.

3 5. The Court has certified a Class, as that term is defined in and by the terms of the
4 Settlement Agreement, and the Court deems this definition sufficient for purposes of California
5 Rule of Court 3.765(a).

6 6. The Court hereby approves the terms set forth in the Settlement Agreement and
7 Amendment thereto and finds that the Settlement is, in all respects, fair, adequate, and reasonable,
8 and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the
9 Settlement was reached as a result of informed and non-collusive arm's-length negotiations
10 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
11 investigation, research, and discovery and that their attorneys were able to reasonably evaluate
12 their respective positions. The Court also finds that Settlement will enable the Parties to avoid
13 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
14 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
15 the Settlement and recognizes the significant value accorded to the Class.

16 7. The Court hereby confirms James Hawkins, APLC and Melmed Law Group P.C.,
17 as Class Counsel in this action.

18 8. The Court hereby confirms the Plaintiffs Sharry Bollinger-Felt and Jennifer U.
19 Yang as the Class Representatives in this action.

20 9. The Court finds and determines that the Individual Settlement Payments to Class
21 Members provided for by the terms of the Settlement to be paid to the Class are fair and
22 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
23 made to the participating members of the Class in accordance with the terms of the Settlement.

24 10. The Court finds and determines that payment to the California Labor and
25 Workforce Development Agency of \$26,250.00 as its share of the settlement of civil penalties in
26 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
27 that the payment of that amount be paid in accordance with the Settlement.

28 11. The Court finds and determines the Class Representative Award in the sum of

1 \$7,500.00 to each Plaintiffs Bollinger-Felt and Yang is fair and reasonable. The Court hereby
2 orders the Administrator to make this payment to the Plaintiffs/Class Representatives in
3 accordance with the terms of the Settlement Agreement.

4 12. The Court finds and determines that the payment to be paid to the Settlement
5 Administrator, ILYM Group, Inc. in the sum of \$70,000.00 for its fee and expenses incurred is
6 fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
7 accordance with the terms of the Settlement Agreement.

8 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
9 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
10 \$291,666.63 and litigation costs of \$26,000.00. The Court finds such amounts to be fair and
11 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
12 accordance with the terms of the Settlement Agreement.

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

16 15. The Court finds and determines that the releases contained in the Settlement
17 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not
18 timely opt out of the Settlement.

19 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
20 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
21 Defendant make payments to Participating Class Members in accordance with the Settlement
22 Agreement.

23 17. The Court finds and determines that nothing in the Settlement Agreement, this
24 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
25 wrongdoing by Defendant or (2) may be offered or admitted in evidence against Defendant (other
26 than solely in connection with this Settlement).

27 18. The Court hereby enters final judgment in this case in accordance with the terms
28 of the Settlement Agreement, Preliminary Approval Order and this Order.

19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order 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.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiffs' Unopposed Motion for Final Approval of the Class Action Settlement. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiffs and each Participating Class Member shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for any period during the Released Claims Period, as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

Date:

By: _____
Honorable Stacy P. Speiller
Judge of the Superior Court