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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

NORMAN RESPASS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

THE SCION GROUP LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00285285

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: August 11, 2023
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

1 Plaintiff's motion for an order finally approving the Joint Stipulation of Class Action
2 Settlement ("Agreement") and Motion for Class Counsel Award and Class Representative Service
3 Award duly came on for hearing on August 11, 2023, before the above-entitled Court. Zakay Law
4 Group, APLC and the JCL Law Firm, APC appeared on behalf of Plaintiff NORMAN RESPASS
5 ("Plaintiff"). Jackson Lewis P.C. appeared on behalf of Defendant THE SCION GROUP LLC
6 (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

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

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Sacramento ("Court"), Case No. 34-2020-
15 00285285, entitled *Respass v. The Scion Group LLC*, and over all Parties to this litigation, including
16 the Class.

17 **Preliminary Approval of the Settlement**

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

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on April 7, 2023.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was May 22, 2023. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected. No Class Members requested exclusion.
4 100% of the Class Members will be participating in the Settlement and will be sent Individual
5 Settlement Shares.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$325,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

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

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

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

18 d. The percentage of objectors and requests for exclusion is zero. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

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

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

3 **Attorneys' Fees and Litigation Expenses**

4 9. The Agreement provides for Class Counsel Attorneys' Fees and Litigation
5 Costs in the amount of up to One Hundred Thirty-Three Thousand Three Hundred Thirty-Three
6 Dollars and Thirty-Three Cents (\$133,333.33). Subject to Court approval, the Class Counsel
7 Attorneys' Fees and Litigation Costs consists of attorneys' fees equal to one-third (1/3) of the Gross
8 Settlement Amount, or One Hundred and Eight Thousand Three Hundred Thirty-Three Dollars and
9 Thirty-Three Cents (\$108,333.33) and reimbursement of costs and expenses in the amount of Fifteen
10 Thousand Two Hundred Twenty One Dollars and Eighty Nine Cents (\$15,221.89).

11 10. Class Counsel Attorneys' Fees and Litigation Costs in the amount of One
12 Hundred Twenty Three Thousand Five Hundred Fifty Five Dollars and Twenty Two Cents
13 (\$123,555.22) comprised of attorneys' fees in the amount of One Hundred and Eight Thousand
14 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$108,333.33) and reimbursement of
15 actually incurred costs and expenses in the amount of Fifteen Thousand Two Hundred Twenty One
16 Dollars and Eighty Nine Cents (\$15,221.89) is reasonable in light of the contingent nature of Class
17 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The
18 requested attorneys' fee award represents 1/3 of the common fund, which is reasonable and at the
19 low end of the range for fee awards in common fund cases and is supported by Class Counsel's
20 lodestar.

21 **Incentive Payment**

22 11. The Agreement provides for an incentive payment of Five Thousand Dollars
23 and Zero Cents (\$5,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the
24 amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff is reasonable in light of
25 the risks and burdens undertaken by the Plaintiff in this class action litigation.

26 **Settlement Administration Costs**

27 12. The Agreement provides for Settlement Administration Costs to be paid in
28 an amount not to exceed \$6,500.00. The Declaration of the Settlement Administrator provides that

1 the actual claims administration expenses were \$6,390.00. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement Class is
7 hereby defined to include the following sub-classes:

8 (a) All individuals who are previously were employed by Defendant in
9 California and classified as non-exempt employees at any time beginning September 23, 2016 and
10 ending February 28, 2022 (the “Wage and Hour Class” or “Wage and Hour Class Member(s)”).

11 (b) All employees or prospective employees of Defendant in California who
12 executed Defendant’s standard background check disclosure and authorization form at any time
13 beginning September 23, 2018 and ending on February 28, 2022 (the “FCRA/ICRAA Class” or
14 “FCRA/ICRAA Class Member(s)”).

15 (c) All persons in California who executed Defendant’s standard background
16 check disclosure and authorization form in connection with prospective employment at any time
17 beginning September 23, 2018 and ending on February 28, 2022 (the “CCRAA Class” or “CCRAA
18 Class Member(s)”).

19 2. Every person in the Class who did not timely and validly submit a Request for
20 Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement
21 Administrator, that none of the Class Members opted-out of the Settlement.

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

25 4. Class Counsel are awarded Attorneys’ Fees and Litigation Costs in the amount
26 Twenty Three Thousand Five Hundred Fifty Five Dollars and Twenty Two Cents (\$123,555.22)
27 comprised of Attorneys’ Fees in the amount of one-third of the Gross Settlement Amount, or One
28 Hundred and Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents

1 (\$108,333.33) and litigation expenses in the amount of Fifteen Thousand Two Hundred Twenty One
2 Dollars and Eighty Nine Cents (\$15,221.89). Class Counsel shall not seek or obtain any other
3 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

4 5. The incentive payment to Plaintiff in the amount of \$5,000.00 is approved.

5 6. The payment of \$6,390.00 to the Settlement Administrator for Settlement
6 Administration Costs is approved.

7 7. The PAGA Settlement Amount of \$16,000.00 is hereby approved as fair, reasonable,
8 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
9 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
10 or collusion.

11 8. Final Judgment is hereby entered in this action. The Final Judgment shall bind each
12 Settlement Class Member. The Final Judgment shall operate as a full release and discharge of
13 Defendant from any and all claims for wages, damages, unpaid costs, penalties (excluding PAGA
14 penalties), liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief,
15 which Plaintiff and all Wage and Hour Class Members had, or may claim to have, against any of
16 the Released Parties, arising during the Wage and Hour Class Period, that were pled or that could
17 have been pled based on the factual allegations set forth in the Complaint, including but not limited
18 to: claims for minimum wage violations; failure to timely pay wages; unreimbursed expenses; rest
19 period violations; meal period violations; failure to timely pay wages; itemized wage statement
20 violations; waiting time penalties; and unfair competition. The Final Judgment shall operate as a
21 full release and discharge of Defendant from any and all claims for damages, unpaid costs, penalties
22 (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation costs, restitution,
23 or equitable relief, which Plaintiff and all FCRA and/or CCRAA Class Members had, or may claim
24 to have, against any of the Released Parties, arising during the FCRA and/or CCRAA Class Periods,
25 that were pled or that could have been pled based on the factual allegations set forth in the Complaint
26 including but not limited to: claims for violations of the Fair Credit Reporting Act (15 U.S.C. §
27 1681, *et seq.*), the Investigative Consumer Reporting Agencies Act (Cal. Civ. Code § 1785, *et seq.*),
28 the Consumer Credit Reporting Agencies Act (Cal. Civ. Code § 1785, *et seq.*).

1 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California
2 and all PAGA Group Members, pursuant to the California Labor Code Private Attorneys' General
3 Act ("PAGA") and shall release Defendant from any and all claims for PAGA penalties, interest,
4 attorney fees, litigation costs, which Plaintiff and all PAGA Members had, or may claim to have,
5 against any of the Released Parties, arising during the PAGA Period, that were pled in the Complaint
6 and in Plaintiff's notice to the LWDA, including but not limited to: claims for PAGA based on the
7 foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
8 512, 1194, 1194.2, 1197, 2802, and Labor Code §§ 2698-2699.5).

9 10. The term "PAGA Group" is hereby defined all hourly-paid or non-exempt employees
10 who worked for Defendant in the State of California from September 23, 2019 through March 3,
11 2023. The PAGA Period means the period between September 23, 2019 through March 3, 2023.

12 11. In addition to the release given by each Settlement Class Member, Plaintiff also
13 generally releases Defendant from any and all claims as set forth in the General Release by Plaintiff
14 in the Agreement.

15 12. The Agreement is not an admission by Defendant, nor is this Final Approval Order
16 and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
17 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
18 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
19 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
20 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
21 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
22 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
23 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
24 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
25 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
26 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
27 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
28

1 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
2 or issue preclusion or similar defense as to the claims being released by the Settlement.

3 13. Notice of entry of this Final Approval Order and Judgment shall be given to Class
4 Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of
5 entry of this Final Approval Order and Judgment to individual Class Members and the Final
6 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
7 in the Notice Packet.

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

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

16
17 **IT IS SO ORDERED.**

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20 DATED: _____, 2023

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22 _____
23 Hon. Lauri A. Damrell
24 Judge, Superior Court for the State of California,
25 County of Sacramento
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