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CLERK OF THE SUPERIOR COURT
BY 
DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

DILLON GELTZ, on behalf of himself and
other current and former employees,

Plaintiff,

v.

DONAGHY SALES, LLC, an entity unknown,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CV-04394

[Assigned for all purposes to Hon. Brian
McCabe, Courtroom 8]

**ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: ~~July 18, 2024~~ 8-1-24
Time: 8:15 a.m.
Place: Courtroom 8

The motion of Plaintiff Dillon Geltz (“**Plaintiff**”) for an order finally approving the Class Action Settlement Agreement (hereinafter the “**Agreement**”), Class Counsel’s fees and costs, service awards, and settlement administration costs duly came on for hearing on July 18, 2024, at 8:15 a.m. before the above-entitled Court. Kenneth Yoon and Stephanie Yasuda of Yoon Law APC appeared on behalf of the Plaintiff and the Class. Russell K. Ryan and the law firm of Motschieder, Michaelides, Wishon, Brewer & Ryan LLP appeared as counsel for defendant Donaghy Sales, LLC (“**Defendant**”).

I.
FINDINGS

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

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Merced, Case No. 23CV-04394 entitled *Dillon Geltz, et al. v. Donaghy Sales, LLC*, and over all Parties to this litigation, including the Class.
3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of \$1,500,000.00 and the terms set forth in the Agreement are fair, reasonable, and adequate.
4. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Participating Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On January 9, 2024, the Court granted preliminary approval of a class-wide settlement. At this same time, the Court approved certification of a provisional Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, class notice was mailed by first class mail to Class Members at their last known addresses on or about April 18, 2024. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately

7. The deadline for opting out or objecting to the Settlement was June 3, 2024. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement, this Final Approval Order, and Judgment thereon.

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties during a mediation before Hon. Howard Broadman (Ret'd), a respected mediator of class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. Zero objections were received and two requests for exclusion were received.

1 e. The participation rate was high. 1,685 Participating Class Members will be
2 sent a settlement payment, representing 99.88% of the Class.

3 9. The consideration to be given to the Participating Class Members under the terms of
4 the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
5 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
6 the claims, given the uncertainties and risks of the litigation and the delays which would ensue from
7 continued prosecution of the action.

8 10. The proposed Agreement is approved as fair, adequate and reasonable and in the best
9 interests of the Participating Class Members.

10 **Attorneys' Fees**

11 11. An award of \$525,000.00 for attorneys' fees and \$30,000.00 for litigation costs and
12 expenses is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by
13 Class Counsel, and the results achieved by Class Counsel.

14 **Service Award**

15 12. The Agreement provides for a service award of up to \$15,000 for the Plaintiff,
16 subject to the Court's approval. The Court finds that a service award of \$15,000 to the Plaintiff is
17 reasonable in light of the risks and burdens undertaken by the Plaintiff in this litigation and for their
18 time and effort in bringing and prosecuting this matter on behalf of the Class.

19 **Settlement Administration Expenses**

20 13. The Settlement Administrator shall calculate and administer the payment to be made
21 to the Participating Class Members, transmit payment for attorneys' fees and costs to Class
22 Counsel, transmit the service award to the Plaintiff, and transmit the PAGA Payment to the
23 California Labor and Workforce Development Agency ("LWDA"). The Settlement Administrator
24 has documented \$30,000.00 in expenses, and this amount is reasonable in light of the work
25 performed by the Settlement Administrator and is therefore approved.

PAGA Payment

14. The Agreement provides for a PAGA Payment of \$75,000.00, which is allocated 75% to the LWDA and 25% to the Class as part of the Net Common Fund, which the Court finds to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined as follows:

“All individuals who were California residents who formerly worked or currently work in non-exempt hourly positions at Defendant Donaghy Sales, LLC in California at any time between February 7, 2019 through the date of preliminary approval of the settlement, excluding Rodolfo Galarza.”

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a timely request for exclusion from the Class: Robert Tanner and Rogelio Andrade Cruz.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. Class Counsel are awarded attorneys’ fees in the amount of \$525,000.00 and litigation costs in the amount of \$16,806.65. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

5. The payment of a service award in the amount of \$15,000 for the Plaintiff is approved.

6. The payment of \$30,000 to the Settlement Administrator for settlement administration services is approved.

7. The PAGA Payment of \$75,000.00 to the LWDA is approved.

1 8. A Final Judgment in this action shall be entered. The Final Judgment shall bind each
2 Participating Class Member. The Final Judgment shall operate as a full release and discharge of the
3 Released Class Claims against the Released Parties. All rights to appeal the Final Judgment have
4 been waived. The Final Judgment and this Final Approval Order shall have res judicata effect and
5 bar all Participating Class Members from bringing any action asserting "Released Class Claims" as
6 that term is defined in the Agreement.

7 9. The Agreement and Settlement are not an admission by Defendant, nor is this Final
8 Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by
9 Defendant. Neither this Final Approval Order, the Final Judgment, the Agreement, nor any
10 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
11 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
12 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
13 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
14 admission or concession with regard to the denials or defenses by Defendant and shall not be
15 offered in evidence in any action or proceeding against Defendant in any court, administrative
16 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
17 Final Approval Order, the Final Judgment, the Agreement, or any related agreement or release.
18 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any
19 other proceeding this Final Approval Order, the Final Judgment, the Agreement, or any other
20 papers and records on file in the Action as evidence of the Settlement to support a defense of res
21 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
22 as to the Released Class Claims.

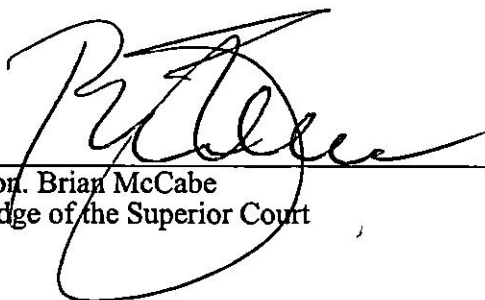
23 10. Notice of entry of this Final Approval Order and the ensuing Final Judgment shall be
24 given to Class Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be
25 necessary to send notice of entry of this Final Approval Order or the ensuing Final Judgment to
26 individual Class Members. The time for any appeal shall run from the Court's entry of the Final
27 Approval Order and Final Judgment.

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

5 12. If the Agreement does not become final and effective in accordance with the terms
6 of the Agreement, then this Final Approval Order, the Final Judgment, and all orders entered in
7 connection herewith, shall be rendered null and void and shall be vacated.

8 **IT IS SO ORDERED.**

9
10 Dated: AUG 0 2024



Hon. Brian McCabe
Judge of the Superior Court