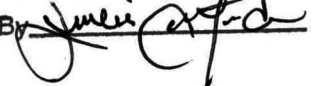


FILED
ALAMEDA COUNTY

FEB 15 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

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and Proposed Class Counsel

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

ELENA PUNTY, on behalf of herself and
all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

HOSKINS & MUIR, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: RG20064854

Assigned to the Hon. Brad Seligman, Dept. 23

CLASS ACTION

**[AMENDED PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 15, 2022

Time: 3:00 p.m.

Dept.: 23

Complaint Filed: June 15, 2020

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on February 15, 2022. The above-captioned Action is a class action lawsuit
3 brought by Plaintiff Elena Punty ("Plaintiff" or "Punty") against Defendant Hoskin & Muir, Inc.
4 (erroneously sued as Hoskins & Muir, Inc.) ("Defendant") (all together, the "Parties"). Plaintiff
5 alleges, on behalf of a class of certain of Defendant's current and former employees, that Defendant
6 failed to provide meal and rest periods or compensation in lieu thereof, failed to pay wages due
7 timely upon separation of employment, and failed to comply with itemized wage statement
8 provisions. Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff
9 or to members of the Class. Defendant contends that that it has complied at all times with California
10 law, including the California Labor Code, the Industrial Commission Wage Orders, and the
11 California Business and Professions Code.

12 On October 25, 2021, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: "all persons
14 who are or were employed by Defendant Hoskin & Muir, Inc. as non-exempt hourly employees in
15 the State of California at any time from June 15, 2016 to March 25, 2021."

16 That Order further directed the Parties to provide Notice to the Class, which informed absent
17 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
18 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
19 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
20 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
21 procedures to exercise that right; and (e) an explanation of the procedures for Class Members to
22 participate in the proposed settlement.

23 The Court, upon Notice having been given as required in the Preliminary Approval Order,
24 and having considered the First Amended Settlement Agreement and Release of Claims (the
25 "Settlement"), as well as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS
26 FOLLOWS:
27
28

1 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
2 to the Action, including all members of the Settlement Class.

3 2. The Court finds that the Settlement Class is properly certified for settlement
4 purposes only.

5 3. The Notice provided to the Settlement Class conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California
7 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
8 applicable law, and constitutes the best notice practicable under the circumstances, by providing
9 individual notice to all Class Members who could be identified through reasonable effort, and by
10 providing due and adequate notice of the proceedings and of the matters set forth therein to the
11 Class Members. The notice fully satisfied the requirements of due process.

12 4. The Court finds the settlement was entered into in good faith, that the settlement is
13 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769. The Court approves the Maximum Settlement Amount of \$300,000.

17 5. Zero (0) Class Members have objected to the terms of the Settlement.

18 6. Two (2) Class Members, Sheila McGrath and Theresa VanBuskirk, have requested
19 exclusion from the Settlement.

20 7. Upon entry of this Order, compensation to the Class Members shall be affected
21 pursuant to the terms of the Settlement.

22 8. In addition to any recovery that Plaintiff may receive from the Net Settlement
23 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
24 hereby approves the payment of a Service Payment to Plaintiff Elena Punty in the amount of Ten
25 Thousand Dollars (\$10,000). This shall be paid from the Maximum Settlement Amount.

26 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
27 One Hundred Thousand Dollars (\$100,000), and the reimbursement of litigation expenses in the
28

1 sum of Eleven Thousand Three Hundred Sixty-Seven Dollars and Eight Cents (\$11,367.08). This
2 shall be paid from the Maximum Settlement Amount.

3 10. The Court approves and orders payment in the amount of Five Thousand Dollars
4 (\$5,000) to ILYM Group, Inc. for performance of its settlement administration services. This shall
5 be paid from the Maximum Settlement Amount.

6 11. The Court approves and orders payment in the amount of Twenty-Two Thousand
7 Five Hundred Dollars (\$22,500) to the California Labor and Workforce Development Agency for
8 its 75% share of PAGA penalties. This shall be paid from the Maximum Settlement Amount.

9 12. Upon the entry of this Order and Judgment, Plaintiff and all Class Members who
10 did not exclude themselves from the Settlement shall be bound by the release of claims as set forth
11 in the Settlement.

12 13. The Court ORDERS that 10% of the fee award (\$10,000) shall be kept by the
13 Settlement Administrator until the completion of the distribution process and Court approval of a
14 final accounting and entry of an amended judgment pursuant to Code of Civil Procedure section
15 384. The Settlement Administrator shall not release these funds to Class Counsel until the Court
16 determines that these conditions have been met.

17 14. The Court hereby SETS a compliance hearing for September 13, 2022, at 3:00 p.m.,
18 in Department 23, at which time the Court will consider evidence that the distribution process is
19 complete and that a final accounting may be approved and an amended judgment entered. Counsel
20 shall submit evidence supporting the parties' compliance with the terms of the Agreement no later
21 than ten calendar days prior to the compliance hearing.

22 15. Pursuant to Code Civ. Proc. §384, no later than September 6, 2022, the parties shall
23 submit a report to the court specifying the total amount paid to class members, and the residual of
24 unclaimed funds that will be paid to the State Treasury for deposit into the Equal Access Fund of
25 the Judicial Branch, along with a proposed amended judgment. No later than five (5) days after
26 receipt of notice of the entry of the amended judgment, the parties shall submit the amended
27 judgment to the Judicial Council, pursuant to Code Civ. Proc. § 384.5, and shall file a proof of
28

1 service with this Court confirming this.16. This "Judgment" is intended to be a final disposition
2 of the above captioned action in its entirety, and is intended to be immediately appealable.

3 17. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
5 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
6 the settlement and the determination of all controversies relating thereto.

7 **IT IS SO ORDERED.**

8
9 Dated: 2/15/22



JUDGE OF THE SUPERIOR COURT