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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 24 2023

BY 
Rafael Hernandez DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHERYL MILLER, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

MOUNTAIN HIGH REUNITED, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

Case No. CIVDS 2010045

*[Assigned for all purposes to the Hon.
David S. Cohn; Dept. S-26]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: March 24, 2023

Time: 10:00 a.m.

Dept: S-26

Complaint Filed: March 17, 2020

Trial Date: None Set.

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 This matter came on regularly for hearing before this Court on March 24, 2023 at 10:00
2 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
8 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,
9 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
10 GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement and ORDERS as
11 follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class consisting of:

17 All current and former non-exempt employees who worked for Defendant
18 Mountain High Reunited, LLC in California at any time from March 17,
19 2016 through November 2, 2021 ("Class Period").

20 3. Plaintiffs Cheryl Miller and Sherry Bamburg are hereby confirmed as the Class
21 Representatives, and Haines Law Group, APC and Stonebrook Law are confirmed as Class
22 Counsel.

23 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on October 25, 2022, and the notice process has been
25 completed in conformity with the Court's Orders. The Court finds that said notice was the best
26 notice practicable under the circumstances. The Class Notice provided due and adequate notice
27

28 ¹ All terms used in this Order and Final Judgment shall have the same meaning as that assigned
to them in the Settlement Agreement.

of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, only two (2) Settlement Class members have elected to opt-out of the Settlement, and that the 99.93% participation rate in the Settlement supports final approval.

6. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

8. The Court orders that Defendant Mountain High Reunited, LLC ("Defendant") shall deposit the Gross Settlement Amount in the amount of \$730,000.00 as follows: Defendant has already deposited a first installment of \$365,000.00 with Phoenix Settlement Administrators. Defendant shall deposit a second installment of \$365,000.00 with Phoenix Settlement Administrators on or before June 1, 2023.

9. The Court orders that any Individual Settlement Awards that remain uncashed after 180 days after they are mailed shall be distributed to Legal Aid Society of San Bernardino.

10. The Court finds that the Individual Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

1 11. The Court finds that Class Representative Service Awards in the amount of
2 \$5,000.00 to each Plaintiff, for a total of \$10,000.00, are appropriate for the risks undertaken and
3 their service to the Settlement Class. The Court finds that the service awards are fair, reasonable,
4 and adequate, and orders that the Settlement Administrator make this payment in conformity with
5 the terms of the Settlement.

6 12. The Court finds that attorneys' fees in the amount of \$243,333.33 and actual
7 litigation costs of ~~\$12,090.21~~ ^{\$11,994.55} for Class Counsel, are fair, reasonable, and adequate, and orders the
8 Settlement Administrator to distribute these payments to Class Counsel in conformity with the
9 terms of the Settlement.

10 13. The Court finds that a payment to the Labor & Workforce Development Agency
11 ("LWDA") in the amount of \$30,000.00 for the LWDA's share of civil penalties under the Labor
12 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
13 Settlement Administrator make this payment in conformity with the terms of the Settlement.

14 14. The Court orders that the Settlement Administrator shall be paid \$24,950.00 from
15 the Gross Settlement Amount for all of its work done and to be done until the completion of this
16 matter, and finds that sum appropriate.

17 15. The Settlement is not an admission by Defendant, nor is this Order and Final
18 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
19 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
20 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
21 culpability, or wrongdoing on the part of Defendant.

22 16. As of the date that: (i) the Effective Date occurs and (ii) the settlement is fully
23 funded, Plaintiffs and all Settlement Class members (except the two Settlement Class members
24 who requested exclusion) shall release Defendant and any of Defendant's officer, directors,
25 employees, agents, principals, representatives, attorneys, accountants, partners, investors,
26 shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions,
27 predecessors, successors, and assigns (collectively, the "Released Parties") from any and all
28 causes of action, claims, rights, or statutory damages, penalties, liabilities, expenses, and losses

1 under California law that were alleged in the Action or that could have been alleged based on the
2 facts alleged in the Action, including, but not limited to, any alleged failure by Defendant: (1) to
3 pay minimum wages; (2) to pay overtime wages; (3) to provide meal periods; (4) to authorize and
4 permit rest periods; (5) to indemnify or reimburse employees for work-related expenses; (6) to
5 provide compliant wage statements; (7) to timely pay wages at the end of employment; and (8)
6 any right or claim for unfair business practices in violation of California Business & Professions
7 Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above
8 (“Class Released Claims”). The release of the Class Released Claims shall apply for the duration
9 of the Class Period.

10 17. In addition, all Settlement Class members (whether or not they opt out) who
11 worked for Defendant in California at any point from March 19, 2019 through November 2, 2021
12 (the “PAGA Period”) shall release any right or claim for civil penalties pursuant to the Private
13 Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), based on the
14 alleged failures set forth in (1) through (7) above, arising from their employment with Defendant
15 during the PAGA Period (“PAGA Released Claims”).

16 18. This document shall constitute a final judgment pursuant to California Rule of
17 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
18 approval hearing, the court must make and enter judgment. The judgment must include a
19 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
20 judgment. The court may not enter an order dismissing the action at the same time as, or after,
21 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement Agreement, and
22 this Final Approval Order and Judgment. The Settlement Administrator shall give notice of this
23 Judgment by posting this Final Judgment on its website.

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1 19. The Settlement Administrator shall file a final report regarding distribution and
2 uncashed checks by March 1, 2024.

3 **IT IS SO ORDERED.**

4 Dated: 3/24/20, 2023



Honorable David S. Cohn
Judge of the Superior Court