

OCT 06 2022

Jake Chatters
Executive Officer & Clerk
By: M. Taylor, Deputy

1 Timothy B. Del Castillo (SBN: 277296)

2 tdc@castleemploymentlaw.com

3 Kent L. Bradbury (SBN: 279402)

4 kb@castleemploymentlaw.com

5 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**

6 2999 Douglas Blvd., Suite 180

7 Roseville, CA 95661

8 Telephone: (916) 245-0122

9 Attorneys for BLYTHE DUCHENEAUX
10 and all others similarly situated

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF PLACER**

BLYTHE DUCHENEAUX, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

SYUFY PROPERTIES, INC;
VILLASPORT ROSEVILLE, LLC;
VILLASPORT, LLC; DOES 1 through 20,
inclusive,

Defendants.

Case No.: S-CV-0044826

CLASS ACTION

**AMENDED [~~PROPOSED~~] FINAL
ORDER APPROVING CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: October 6, 2022

Time: 8:30 a.m.

Dept.: 42

Reservation No.: (hearing set by Judge)

Electronically Submitted on 10/05/2022 2:27 PM

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The above-referenced class action ("Action") having come before the Court on October 6,
3 2022, for a hearing and Final Order Approving Class Settlement and Judgment ("Final Order"),
4 consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), and as
5 set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and Defendant
6 ("Stipulation") in the Action, and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

10 1. All terms used herein shall have the same meaning as defined in the Joint
11 Stipulation submitted with the Motion for Preliminary Approval.

12 2. Consistent with the definitions provided in the Stipulation, the terms "Class" and
13 "Class Members" shall mean the following:

14 "All current and former non-exempt employees of Defendants employed in California for
15 the period from May 13, 2016 through October 16, 2021."

16 3. Consistent with the definitions provided in the Stipulation, the term "Class Period"
17 shall mean the following:

18 "The period from May 13, 2016 through and including October 16, 2021."

19 4. For purposes of the Settlement and this Final Order, "Released Parties" as referenced
20 herein and as released in the Settlement shall collectively mean:

21 "(i) Defendants; (ii) each of Defendants' past, present, and future direct and indirect parents
22 including, but not limited to, SYUFY PROPERTIES, INC.; (iii) the respective past, present,
23 and future direct and indirect subsidiaries and affiliates of any of the foregoing including,
24 but not limited to, VILLASPORT SAN JOSE, LLC; (iv) the past, present, and future
25 shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,
26 managers, contractors, agents, consultants, representatives, administrators, fiduciaries,
27 benefit plans, insurers, transferees, predecessors, successors and assigns of any of the
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1 foregoing; and (v) any individual or entity which could be jointly liable with any of the
2 foregoing.”

3 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
4 to this Action, including all Class Members.

5 6. Distribution of the Class Notice directed to the Class Members as set forth in the
6 Stipulation and the other matters set forth therein has been completed in conformity with the
7 Preliminary Approval Order, including individual notice to all Class Members who could be
8 identified through reasonable effort, and the best notice practicable under the circumstances. The
9 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
10 including the proposed Settlement set forth in the Stipulation, to all persons entitled to such Notice,
11 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
12 Claims are covered by and included within the Settlement and this Final Order.

13 7. The Court hereby finds the Settlement was entered into in good faith pursuant to and
14 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
15 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
16 applicable requirements for final approval of this class action settlement under California law,
17 including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
18 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4
19 Cal. 3d 800, 821.

20 8. The Court hereby approves the Settlement set forth in the Stipulation and finds that
21 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
22 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
23 result of intensive, serious, and non-collusive arm's length negotiations. The Court further finds that
24 the Parties have conducted extensive investigation and research, and counsel for the Parties are able
25 to reasonably evaluate their respective positions. The Court also finds that Settlement at this time
26 will avoid additional substantial costs, as well as avoid the delay and risks that would be presented
27 by the further prosecution of the Action. The Court has reviewed the benefits that are being granted
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1 as part of the Settlement and recognizes the significant value to the Class Members. The Court also
2 finds that the Class is properly certified as a class for settlement purposes only.

3 9. As of the date of entry of this Final Order, each and every Released Claim (as defined
4 in Paragraph 22 of the Stipulation of Settlement) of each and every Class Member is and shall be
5 deemed to be conclusively released as against the Released Parties. As of the date of this Final
6 Order, the Class Representatives and each and every Class Member who has not submitted a timely
7 and valid Request for Exclusion is hereby released and forever barred and enjoined from prosecuting
8 the Released Claims, except as to such rights that may be created by the Settlement, against
9 Defendant and the Released Parties, from any and all claims, debts, liabilities, demands, obligations,
10 guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under
11 any state, federal or local law that were or could have been asserted based on the facts and allegations
12 made in the Action, and any amendments thereto, as to the Class Members.
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15 11. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission
16 by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity
17 of any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties.
18 Neither this Final Order, the Stipulation, nor any document referred to herein, nor any action taken
19 to carry out the Stipulation is, may be construed as, or may be used as, an admission by or against
20 Defendants, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever.
21 The entering into or carrying out of the Stipulation, and any negotiations or proceedings related
22 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
23 concession with regard to the denials or defenses by Defendants, or any of the other Released Parties,
24 and shall not be offered in evidence in any action or proceeding in any court, administrative agency
25 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order,
26 the Stipulation, the Released Claims, or any related agreement or release. Notwithstanding these
27 restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding,
28 the Final Order, the Stipulation, and any other papers and records on file in the Action as evidence

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

3 12. The Court hereby enters judgment in the entire Action as of the filing date of this
4 Final Order, pursuant to the terms set forth in the Stipulation. Without affecting the finality of this
5 Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,
6 implementation and enforcement of the Settlement and all orders entered in connection therewith
7 pursuant to California Code of Civil Procedure section 664.6. *and pursuant to CRC 3.769(u).* CW

8 13. The Court finds the settlement payments provided for under the Settlement to be fair
9 and reasonable in light of all of the circumstances. The Court orders the calculations and the
10 payments to be made and administered in accordance with the terms of the Settlement.

11 14. The Court hereby confirms Timothy B. Del Castillo and Kent L. Bradbury of Castle
12 Law: California Employment Counsel, PC as Class Counsel in the Action.

13 15. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
14 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
15 of \$219,100.00, and attorneys' costs in the amount of \$13,082.59, from the Maximum Settlement
16 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
17 incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The
18 Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
19 administered pursuant to the terms of the Stipulation; any allocation of attorneys' fees and costs
20 between and among Class Counsel shall be made by the Settlement Administrator pursuant to a
21 separate and independent agreement between Class Counsel.

22 16. The Court also hereby approves and orders a Class Representative Incentive Award
23 to Plaintiff and Class Representative Blythe Ducheneaux in the amount of \$15,000.00 from the
24 Maximum Settlement Amount.

25 17. The Court also hereby approves and orders payment in the amount of \$18,750.00 (75
26 percent of \$25,000.00) from the Maximum Settlement Amount for PAGA penalties, which shall be
27 made payable to the California Labor Workforce Development Agency; the remaining \$6,250.00
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1 (25 percent) shall remain included in the Net Settlement Amount for distribution to Class Members.

2 18. The Court also hereby approves and orders payment from the Maximum Settlement
3 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
4 Simpluris in the amount of \$14,750.00.

5 19. The Court also hereby approves and orders that to the extent any Participating
6 Settlement Class Member fails to cash a settlement check within 180 days of issuance, the uncashed
7 funds, including interest accrued in the QSF, will be paid out to Legal Services of Northern
8 California, as the *cy pres* recipient pursuant to Code of Civil Procedure Section.

9 20. Provided the Settlement becomes effective under the terms of the Stipulation, the
10 Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards,
11 attorneys' fees and costs, and Enhancement Award is as set forth in the Implementation Schedule
12 within the Preliminary Approval Order.

13 21. The Court also hereby finds that there were no objections to the Settlement raised by
14 any person on the record at the hearing on the Final Order.

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16 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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20 Dated: 10/6/22


JUDGE OF THE SUPERIOR COURT

Hon. Charles D. Wachob
Judge of the Superior Court