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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN FRANCISCO**

17 SHARON FENNIX, individually, and on behalf
18 of all others similarly situated,

19 Plaintiff,

20 vs.

21 TENDERLOIN HOUSING CLINIC, INC., a
22 Delaware corporation; and DOES 1 through 10,
23 inclusive,

24 Defendants

FILED
San Francisco County Superior Court

MAY 28 2024

CLERK OF THE COURT
BY:  Deputy Clerk

Case No.: CGC-20-584834

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declarations of Kane Moon, Plaintiff, and
Madely Nava in Support of Motion, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: May 28, 2024

Time: 9:30 a.m.

Dept: 302

Judge: **RICHARD ULMER**

Complaint Filed: June 9, 2020

Trial Date: Not Set

~~PROPOSED~~ FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On January 25, 2024, the Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement (the "Preliminary Approval Order"), which granted conditional class certification, approved the Class Notice, and preliminarily approved a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Sharon Fennix ("Plaintiff") and Defendant Tenderloin Housing Clinic, Inc. ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the Parties' Class and PAGA Action Settlement Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement that was filed on January 2, 2024.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement, including a motion for payment of attorneys' fees and costs, a service payment to Plaintiff, administration expenses, and PAGA Penalties (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members, came before Department 610 of this Court, the Honorable Anne-Christine Massullo presiding, on May 28, 2024.

3. The Court finds that the Settlement appears to have been made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and her counsel of record; is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the

1 requirements for final approval. In so finding, the Court has considered all the evidence presented,
2 including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of
3 the claims presented; the likely duration of further litigation; the settlement amount offered; the
4 extent of investigation and discovery completed; and the experience and views of Plaintiff's Counsel.
5 The Court has further considered the absence of Class Member objections to, and Requests for
6 Exclusion from, the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for
7 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

8 4. The Court certifies, for settlement purposes only, the following Class (the "Settlement
9 Class"):

10 All hourly-paid, non-exempt employees of Defendant who worked in California during the
11 Class Period. The "Class Period" means the period starting on June 9, 2020 through
12 September 25, 2023. Excluded from the Settlement Class are any persons who opt-out by
13 sending the Administrator a valid and timely Request for Exclusion ("Non-Participating Class
14 Members").

15 5. The Court finds that the settlement of Plaintiff's claim under the Private Attorneys
16 General Act (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") is fair and reasonable. The Court further
17 finds evidence that Plaintiff has notified the California Labor and Workforce Development Agency
18 (the "LWDA") of the Settlement, provided a copy of the Settlement to the LWDA, and that the
19 LWDA has not objected or asserted any opposition to the Settlement. Accordingly, the Court orders
20 the following individuals are subject to the PAGA Settlement:

21 All hourly-paid, non-exempt employees of Defendant who worked in California during the
22 PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period starting on
23 June 9, 2020 through September 25, 2023.

24 6. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
25 Court Approval (the "Class Notice"), which was attached to the Settlement as **Exhibit A** and
26 provided to the Class pursuant to the plan for distribution described under the Settlement, conformed
27 with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice
28 practicable under the circumstances, by providing individual and adequate notice of the proceedings

1 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
2 requirements of due process and provided the Class Members with adequate instructions and a variety
3 of means to obtain additional information.

4 7. The Court finds that the deadline to submit a Request for Exclusion or to submit
5 written objections to the Settlement was April 8, 2024. The Court further finds that Class Members
6 have had a full and fair opportunity to exclude themselves from, or object to, the Settlement.

7 8. The Court finds that no Requests for Exclusion were submitted. Accordingly, all Class
8 Members remain in the Settlement Class and are bound by this Final Approval Order and the
9 concurrently filed Judgment.

10 9. The Court finds that a full opportunity has been afforded to Class Members to object
11 to the Settlement and participate in the Final Approval Hearing. All Class Members and other persons
12 wishing to be heard have been heard and/or had an opportunity to be heard. No written objections
13 were received, and no Class Members appeared at the Final Approval Hearing to present any
14 objections.

15 10. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
16 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
17 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
18 Released Parties as follows:

- 19 a. Released Parties: Defendant and its current and former parents, subsidiaries,
20 affiliates, joint ventures, directors, officers, shareholders, owners, employees,
21 agents, attorneys, insurers, predecessors, successors, and assigns, and any other
22 person acting by, through, or under Defendant.
- 23 b. Plaintiff's Release: Plaintiff, on her behalf and on behalf of her respective former
24 and present spouses, representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns generally, releases and discharges Released Parties from all
26 claims, transactions, or occurrences that occurred during the Class Period,
27 including, but not limited to: (a) all claims that were alleged, or reasonably could
28 have been alleged based on the facts contained, in the Plaintiff's Third Amended

1 Complaint; (b) all PAGA claims that were alleged, or reasonably could have been
2 alleged based on facts contained, in the Third Amended Complaint and Plaintiff's
3 PAGA Notice; and (c) all claims related to or arising from her employment with
4 Defendant ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims
5 or actions to enforce this Agreement, or to any claims for vested benefits,
6 unemployment benefits, disability benefits, social security benefits, workers'
7 compensation benefits that arose at any time, or based on occurrences outside the
8 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
9 different from, or in addition to, the facts or law that Plaintiff now knows or believes
10 to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
11 effective in all respects, notwithstanding such different or additional facts or
12 Plaintiff's discovery of them.

13 i. Plaintiff's Waiver of Rights under California Civil Code § 1542: For
14 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
15 the provisions, rights, and benefits, if any, of Section 1542 of the California
16 Civil Code, which reads: A general release does not extend to claims that
17 the creditor or releasing party does not know or suspect to exist in his or her
18 favor at the time of executing the release and that, if known by him or her,
19 would have materially affected his or her settlement with the debtor or
20 released party.

21 c. Release by Participating Class Members: All Participating Class Members, on
22 behalf of themselves and on behalf of their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release the Released Parties from all claims, transactions, or occurrences that
25 occurred during the Class Period and that were alleged, or reasonably could have
26 been alleged based on the facts contained, in the Third Amended Complaint. Except
27 as set forth in Section 5.3 of this Agreement, Participating Class Members do not
28 release any other claims, including claims for vested benefits, wrongful termination,

1 violation of the Fair Employment and Housing Act, unemployment insurance,
2 disability, social security, workers' compensation, or claims based on facts
3 occurring outside the Class Period.

4 d. Release by Aggrieved Employees: All Participating Class Members who are
5 Aggrieved Employees and all Non-Participating Class Members who are Aggrieved
6 Employees, on behalf of themselves and on behalf of their respective former and
7 present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, are deemed to release the Released Parties from all claims, transactions, or
9 occurrences that occurred during the PAGA Period and that were alleged, or
10 reasonably could have been alleged based on the facts contained, in the Third
11 Amended Complaint and Plaintiff's PAGA Notice.

12 11. The Parties shall bear their own respective attorneys' fees and costs, except as
13 otherwise provided for in the Settlement and approved by the Court.

14 12. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
15 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
16 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
17 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
18 allocations in accordance with the terms of the Settlement.

19 13. Defendant is ordered to fully fund the GSA (\$330,000.00), and also the amounts
20 necessary to fully pay its share of payroll taxes owed on the Wage Portions of Individual Class
21 Payments, by transmitting the funds to the Administrator in three equal installments, or as close to
22 equal as possible, as follows: (1) first payment on the later of January 31, 2024 or Defendant's receipt
23 of the notice of entry of the Court's Final Approval; (2) January 31, 2025; and (3) October 31, 2025.

24 14. Within fourteen (14) calendar days after Defendant's funding, the Administrator shall
25 disburse, in the amounts approved by the Court as provided below, the following: (1) the Class
26 Counsel Fees Payment; (2) the Class Counsel Litigation Expenses Payment; (3) the Class
27 Representative Service Payment; (4) the Administration Expenses Payment; (5) the LWDA PAGA
28 Payment; and (6) the 25% share of PAGA Penalties payable to Aggrieved Employees in Individual

1 PAGA Payments. The remainder shall constitute the Net Settlement Amount and be distributed to
2 Participating Class Members in Individual Class Payments.

3 15. A total amount of \$20,000.00 shall be allocated as “PAGA Penalties,” payable from
4 the GSA, for resolution of claims under PAGA and distributed as follows: 75% (\$15,000.00) to the
5 LWDA (the “LWDA PAGA Payment”) and 25% (\$5,000.00) to Aggrieved Employees.

6 16. The Court confirms the appointment of Plaintiff as the Class Representative, for
7 settlement purposes only. The Court approves and orders a service payment to Plaintiff in the amount
8 of \$7,500.00 (the “Class Representative Service Payment”), payable from the GSA, for her role and
9 service as the Class Representative, for the risks and work attendant to that role, and for her general
10 release of claims, both known and unknown, and waiver of section 1542 rights.

11 17. The Court confirms the appointment of the attorneys of Moon Law Group, PC,
12 including Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens, as Class Counsel, for settlement
13 purposes only, as they are experienced in wage and hour class action litigation, have no apparent
14 conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have adequately
15 represented Class interests. The Court approves and orders the payments to Class Counsel, payable
16 from the GSA, of \$110,000.00 for reasonable attorneys’ fees (the “Class Counsel Fees Payment”),
17 and of \$20,968.32, for reimbursement of actual litigation costs (the “Class Counsel Litigation
18 Expenses Payment”). The Court finds that these amounts are reasonable considering the benefits
19 provided to the Class.

20 18. The Court confirms the appointment of Apex Class Action Administration as the
21 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
22 the payment to the Administrator of \$9,800.00 (the “Administrator Expenses Payment”), payable
23 from the GSA, for settlement administration.

24 19. Pursuant to California Code of Civil Procedure section 384, following the expiration
25 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
26 transmit those amounts to the California State Controller’s Unclaimed Property Fund in the name of
27 each Class Member and/or Aggrieved Employee who failed to cash their settlement check prior to
28 the void date.

20. In accordance with California Rule of Court 3.771(b), notice of the concurrently filed Judgment will be given to the Settlement Class by the Administrator, who will post an electronic copy thereof on its website for no less than ninety (90) calendar days following entry.

21. This Final Approval Order and the concurrently filed Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

22. The obligations set forth in the Settlement are deemed part of this Final Approval Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

23. Following entry of the concurrently filed Judgment, and without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

24. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

25. The Court sets a Status Conference re: Distribution on July 7, 2026 at 9:30 a.m./p.m.
in Department 302 610. Class Counsel are ordered to file a final report and declaration by the
 Administrator regarding settlement distribution no later than fifteen (15) calendar days prior to the
 Status Conference. No appearance will be required at the Status Conference if the Administrator's
 declaration reports that all the distributions under the Settlement are complete.

IT IS SO ORDERED.

DATE: 5/28/24

THE HON. **RICHARD ULMER**
Judge of the Superior Court, San Francisco County