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

SUNSHINE DEERING, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ROMAN EMPIRE ABA SERVICES, INC.,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RG20072383

[Assigned for all purposes to the Hon. Brad
Seligman, Dept. 23]

CLASS ACTION

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

Hearing Information

Date: October 10, 2023

Time: 3:00 p.m.

Dept.: 23

Reservation ID: A-20072383-001

Complaint Filed: September 2, 2020

Trial Date: Not Set

1 Plaintiff Sunshine Deering (“Plaintiff”), and Defendant Roman Empire ABA Services,
2 Inc. (“Defendant”) (together, the “Parties”) have entered into the Joint Stipulation of Class and
3 Representative Action Settlement Agreement (“Settlement Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement, including approval of the Class Representative enhancement payment for
7 Plaintiff and Class Counsel’s application for a fee and expense award. The Court has read, heard,
8 and considered all the pleadings and documents submitted, and the presentations made in
9 connection with the Motion which came on for hearing on October 10, 2023.

10 **I. BACKGROUND**

11 On July 29, 2020, Plaintiff submitted her written notice to the California Labor &
12 Workforce Development Agency (“LWDA”), alleging wage and hour violations of the Labor
13 Code, pursuant to the PAGA, Labor Code § 2698, *et seq.* On September 2, 2020, Plaintiff filed a
14 complaint on behalf of herself and all similarly situated employees against Defendant in the
15 Superior Court of the State of California for the County of Alameda. The lawsuit alleged causes
16 of action for violation of Labor Code sections 201-203, 226, 226.7, 512, 2802, and 2698, *et seq.*
17 and unfair business practices under the Business & Professions Code section 17200, *et seq.*,
18 asserting that Defendant failed to provide off-duty meal and rest periods, failed to reimburse
19 business-related expenses, and provide accurate itemized wage statements to its employees.
20 Plaintiff seeks damages, penalties, attorneys’ fees, and costs.

21 **A. Class Members**

22 The class or “Settlement Group” is defined as: “All non-exempt employees who are or
23 previously were employed by Roman Empire ABA Services, Inc. in California during the period
24 of September 2, 2016, through November 30, 2022.” The class consists of 862 individuals.

25 **B. Operation of the Settlement**

26 Pursuant to the Preliminary Approval Order dated May 26, 2023, this Court conditionally
27 certified the class and granted preliminary approval to the Settlement Agreement. The
28 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The

1 Court entered the Preliminary Approval Order after review and consideration of all of the
2 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

3 In compliance with the Preliminary Approval Order, the Notice of Class Action
4 Settlement (“Class Notice”) was sent to all Class Members via first class mail. Follow-up
5 mailings were sent to 28 individuals after skip tracing, and 3 Class Notices remain undeliverable.
6 The notice process was timely completed.

7 This Court finds that the Settlement appears to be the product of serious, informed, non-
8 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
9 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
10 adequate, and that Plaintiff has satisfied the standards for final approval of a class action
11 settlement under California law. Under the provisions of California Code of Civil Procedure
12 section 382 and Federal Rule of Civil Procedure Rule 23, as approved for use by the California
13 state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to
14 certify a class where:

15 [Q]uestions of law or fact common to the members of the class
16 predominate over any questions affecting only individual members,
17 and that a class action is superior to the available methods for the fair
23. and efficient adjudication of the controversy ... Fed. R. Civ. Proc.

18 Certification of a settlement class is the appropriate judicial device under these circumstances.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
20 FOLLOWS:

21 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
22 Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of the litigation, the Class
24 Representative, the other members of the Settlement Group, and Defendant.

25 3. The Court finds that the dissemination of the Class Notice, as disseminated by the
26 appointed Settlement Administrator, Phoenix Settlement Administrators, to the class members,
27 constituted the best notice practicable under the circumstances to all persons within the definition
28 of the Settlement Group, and fully met the requirements of California law and due process under

1 the United States Constitution.

2 4. The Court approves the settlement of the above-captioned action, as set forth in the
3 Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
4 directed to perform in accordance with the terms set forth in the Settlement Agreement.

5 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
6 their own costs and attorneys' fees.

7 6. The Court hereby certifies the following class for settlement purposes only:

8 All non-exempt employees who are or previously were employed by
9 Roman Empire ABA Services, Inc. in California during the period of
10 September 2, 2016, through November 30, 2022.

11 7. With respect to the class and for purposes of approving the settlement only and for
12 no other purpose, this Court finds and concludes that: (a) the members of the class are
13 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
14 of law or fact common to the class, and there is a well-defined community of interest among
15 members of the class with respect to the subject matter of the non-exempt claims in the Litigation;
16 (c) the claims of Class Representative is typical of the claims of the members of the class; (d) the
17 Class Representative has fairly and adequately protected the interests of the members of the class;
18 (e) a class action is superior to other available methods for an efficient adjudication of this
19 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
20 qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for
21 the class.

22 8. Within ten (10) calendar days following the entry of this Order and Judgment, as
23 set forth in the Settlement Agreement, Defendant shall remit to a Qualified Settlement Fund
24 established by the Settlement Administrator the Total Maximum Settlement Amount of
25 \$380,000.00.

26 9. From the Total Maximum Settlement Amount, the Settlement Administrator shall
27 pay:

28 (a) to Class Counsel attorneys' fees in the amount of \$126,666.67, and

1 reimbursement of costs in the amount of \$10,838.21;

2 (b) a service award to the Class Representative Sunshine Deering to reimburse
3 her for her unique services, and as consideration for the execution of a general release, in the
4 amount \$10,000.00;

5 (c) the sum of \$30,000.00 to the California Labor and Workforce Development
6 Agency for its seventy-five percent (75%) share of PAGA penalties; and

7 (d) the sum of \$12,000.00 to the Settlement Administrator, Phoenix Settlement
8 Administrators, for its fees and costs relating to the settlement administration process.

9 10. The Court finds that these amounts are fair and reasonable. The Settlement
10 Administrator is directed to make such payments in accordance with the terms of the Settlement
11 Agreement.

12 11. The Court approves the Individual Settlement Payment and Individual PAGA
13 Payment amounts, which shall be distributed by the Settlement Administrator pursuant to the
14 terms of the Settlement Agreement, after payment of those amounts set forth in Paragraph 9.

15 12. The Court hereby enters final judgment in this case in accordance with the terms of
16 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
17 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over
18 the action and the Parties, including all Settlement Group Members, for purposes of enforcing and
19 interpreting this Order and the Settlement

20 IT IS SO ORDERED.

21
22 DATED: _____

23 HON. BRAD SELIGMAN
24 SUPERIOR COURT OF CALIFORNIA
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