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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

SCOTT CAHN, individually and on behalf
of himself and all others similarly situated,

Plaintiff,

v.

J.J.R. ENTERPRISES, INC., doing
business as CALTRONICS BUSINESS
SYSTEMS, a California Corporation; and
DOES 1-50, inclusive,

Defendants.

Case No. 34-2020-00284704

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept.: 28

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF STIPULATION OF
SETTLEMENT AND ENTRY OF
JUDGMENT**

Date: January 26, 2024
Time: 9:00 a.m.
Dept.: 28

1 On January 26, 2024 at 9:00 a.m., in Department 28, the Court heard Plaintiff's Motion
2 for Final Approval of Stipulation of Settlement ("Final Approval Motion"), and Motion for
3 Award of Attorneys' Fees and Costs, and Class Representative Enhancement Payment ("Fees
4 Motion").

5 This matter came for hearing upon Plaintiff's unopposed application for approval of the
6 settlement set forth in the Stipulation of Settlement ("Settlement"). Due and adequate notice
7 having been given to the Class, and the Court having considered the Settlement, all papers filed
8 and proceedings had herein and all oral and written comments received regarding the proposed
9 settlement, and having reviewed the record in this Litigation, and good cause appearing,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

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

13 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
14 Representative, the other Members of the Settlement Class, the PAGA Employees, and
15 Defendant.

16 3. The Court further finds that the Settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule
19 3.769, and applicable law.

20 4. For purposes of approving the Settlement only, this Court finds and concludes
21 that: (a) the Class Members are ascertainable and so numerous that joinder of all members is
22 impracticable; (b) there are questions of law or fact common to the Class, and there is a well-
23 defined community of interest among Class Members with respect to the subject matter of the
24 claims in the action; (c) the claims of the Plaintiff are typical of the claims of the Class Members;
25 (d) Plaintiff has fairly and adequately protected the interests of the Class Members; (e) a class
26 action is superior to other available methods for an efficient adjudication of this controversy; and
27 (f) James Hawkins APLC, including James Hawkins and Christina M. Lucio, is qualified to serve
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1 as Class Counsel and has rendered services to the Class.

2 5. The Class is defined and certified, for settlement purposes only, as all individuals
3 who are or were employed by Defendant in California who submitted for mileage reimbursement
4 at any time from August 28, 2016 to December 15, 2022 (the “Class Period”). Class Members
5 who did not timely opt-out are bound by the terms of the Settlement Agreement, and release all of
6 their claims as defined in the Settlement Agreement.

7 6. The PAGA Aggrieved Employees are defined as all persons who are or were
8 employed by Defendant as non-exempt employees and all exempt employees who submitted for
9 mileage reimbursement in the State of California individuals with the PAGA Period. (“PAGA
10 Members.”) The PAGA Period is defined as the period from August 28, 2019 to December 15,
11 2022 (the “PAGA Period”).

12 7. Solely for purposes of effectuating this settlement, this Court has certified a class
13 of all Members of the Settlement Class, as those terms are defined in and by the terms of the
14 Settlement, and the Court deems this definition sufficient for purposes of California Rules of
15 Court 3.765(a) and 3.771.

16 8. The Court finds that the dissemination of the Notice of Stipulation of Settlement as
17 provided for in the Preliminary Approval Order constituted the best notice practicable under the
18 circumstances to all persons within the definition of the Class, and fully met the requirements of
19 California law and due process under the United States Constitution. Based on evidence and
20 other material submitted in conjunction with the Final Approval Hearing, the Court finds that the
21 actual notice to the class was adequate.

22 9. The Court finds in favor of Settlement approval.

23 10. The Court has considered all relevant factors for determining the fairness of the
24 Settlement Agreement and has concluded that all such factors weigh in favor of granting final
25 approval. In particular, the Court finds that the Settlement Agreement was reached following
26 meaningful investigation and informal discovery conducted by Class Counsel; that the Settlement
27 Agreement is the result of informed, adversarial, and arm’s-length negotiations between the
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1 Parties; and that the terms of the Settlement Agreement are in all respects fair, adequate, and
2 reasonable. In so finding, the Court has considered all of the evidence presented, including
3 evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the
4 claims presented; the likely duration of further litigation; the amount offered in the Settlement
5 Agreement; the extent of investigation and discovery completed; and the experience and views of
6 Class Counsel. Accordingly, the Court **FINALLY APPROVES** of the terms and conditions
7 contained in the Settlement Agreement as to the Participating Class Members and the PAGA
8 Aggrieved Employees. The Court finds that the Settlement is, in all respects, fair, reasonable,
9 adequate, and in the best interests of the participating Class Members and PAGA Aggrieved
10 Employees and hereby directs implementation of all remaining terms, conditions, and provisions
11 of the Settlement Agreement.

12 11. In exchange for Defendant's funding of the Gross Settlement Amount, all
13 Released Class Claims are released by Plaintiff and the participating Settlement Class Members
14 (i.e. Class Members that do not opt out of the Settlement) against the Released Parties in
15 accordance with the Release set forth in Paragraph 2A in the Stipulation of Settlement (contingent
16 upon payment). As set forth in the Declaration of Jarrod Salinas on behalf of Phoenix Settlement
17 Administrators, one (1) Class Member has requested exclusion from the Settlement and will not
18 release the Released Class Claims: Kenneth Vanderville.

19 12. In exchange for Defendant's funding of the Gross Settlement Amount, all
20 Released PAGA Claims are released by Plaintiff and the PAGA Members against the Released
21 Parties in accordance with the Release set forth in Paragraph 2B in the Stipulation of Settlement.

22 13. In exchange for Defendant's funding of the Gross Settlement Amount, in addition
23 to the claims being released by all participating Class Members and PAGA Members, Plaintiff
24 Scott Cahn will release and forever discharge the Released Parties, to the fullest extent permitted
25 by law, of and from any and all claims, known and unknown, asserted and not asserted, which
26 Plaintiff has or may have against the Released Parties as set forth in Paragraph 2C in the
27 Stipulation of Settlement.
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1 14. In exchange for Defendant's funding of the Gross Settlement Amount, Plaintiff
2 Scott Cahn and the participating Class Members are hereby enjoined from prosecuting the
3 Released Class Claims and the PAGA Employees are hereby enjoined from prosecuting the
4 Released PAGA Claims against Defendant and/or the Released Parties.

5 15. The Court approves the calculation and allocation of the individual Settlement
6 Awards from the Net Settlement Amount, which shall be distributed to participating Settlement
7 Class Members and PAGA Members in accordance with the formulas set forth in Paragraph 6 of
8 the Settlement.

9 16. Defendant is ordered to make all payments in accordance with the terms of the
10 Settlement through the Settlement Administrator. Defendant is directed to deposit into a
11 Qualified Settlement Account established by the Settlement Administrator the Gross Settlement
12 Amount in the sum of Four Hundred and Twenty-Five Thousand Dollars (\$425,000.00) within
13 thirty (30) calendar days after the Court has entered the Final Order and Judgment approving the
14 Settlement.

15 17. The Court approves the following payments from the Gross Settlement Amount
16 (\$425,000.00): (a) the Individual Settlement Awards to participating Class Members and PAGA
17 Members; (b) to Class Counsel attorneys' fees in the amount of \$141,666.67 and costs in the
18 amount of \$12,089.63 (preliminarily approved up to \$18,000.00); (c) a Class Representative
19 Enhancement Payment of \$10,000.00 to Class Representative Scott Cahn for his efforts and in
20 exchange for a general release (up to \$10,000.00 preliminarily approved); (d) the sum of
21 \$11,250.00 to be paid to the California Labor and Workforce Development Agency for its share
22 of the PAGA Penalties (which represents the LWDA's 75% share of the \$15,000.00 in PAGA
23 Penalties paid); and (e) \$9,750.00 (up to \$9,750.00 preliminarily approved) to Phoenix Settlement
24 Administrators, for its fees and costs relating to the settlement administration process. The Court
25 finds that these amounts are fair and reasonable.
26

27 18. Within five business days after the Court has entered the Final Order and
28 Judgment approving the Settlement, the Settlement Administrator will provide the Parties with an

1 accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement.

2 19. Within 30 calendar days after the Court has entered the Final Order and Judgment
3 approving the Settlement, Defendant shall deposit the Gross Settlement Amount with the
4 Settlement Administrator and the Settlement Administrator will calculate Settlement Award
5 amounts and provide the same to counsel for review and approval. Such sums will be paid to
6 participating Class Members and PAGA Members, the LWDA, Plaintiff, and Class Counsel no
7 later than seven (7) calendar days after the approval by counsel for the Parties.

8 20. Individual Settlement Award checks shall be negotiable for 180 days from the date
9 of issuance. Funds represented by Individual Settlement Award checks returned as undeliverable
10 and checks remaining un-cashed for more than one-hundred and eighty (180) calendar days after
11 issuance shall be transmitted by the Settlement Administrator to the State of California,
12 Department of the Controller Unclaimed Property Fund in the name(s) of the corresponding Class
13 Member(s) and/or PAGA Employee.

14 21. The Parties shall file a report concerning any uncashed checks or other cash
15 residue by _____ (October 25, 2024 proposed). The report shall be in the
16 form of a declaration from the Settlement Administrator and shall describe: (i) the date the checks
17 were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of
18 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those
19 uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of
20 the disposition of those unclaimed funds.

21 22. The Court sets a compliance hearing for _____, 2024 at _____
22 a.m./p.m.

23 23. The Court finds that there is no reason for delay and directs the Clerk to enter
24 judgment in accordance with the terms of this Final Approval Order as of the date of this order.
25 By operation of the entry of this Final Approval Order, the Parties and the Settlement
26 Administrator are ordered to perform their respective duties and obligations under the Settlement
27 Agreement.
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1 24. Plaintiff is to give notice to all Class Members of this Final Approval Order and
2 Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of
3 Judgment of this Final Approval Order and Judgment with the Court.

4 25. Within 10 days of entry of this Final Approval Order and Judgment, Plaintiff shall
5 provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code
6 Section 2699, subdivisions (l), (3), & (4).

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8 26. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6,
9 and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the
10 Parties until final performance of the Settlement Agreement.

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12 **IT IS SO ORDERED AND JUDGMENT IS ENTERED.**

13
14 DATED: _____

Honorable Lauri A. Damrell
Judge of the Superior Court