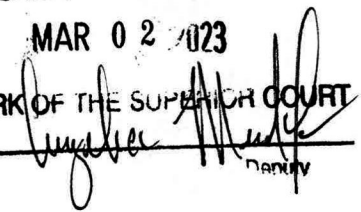


Electronically Received 01/27/2023 04:47 PM

FILED
ALAMEDA COUNTY

MAR 02 2023

CLERK OF THE SUPERIOR COURT
By 

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Class

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

FNU LINAKI, as an individual and on behalf of
all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

GENJI PACIFIC, LLC, (also known as HANA
GROUP OPS, LLC) a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. RG20074795

[Hon. Stephen Kaus, Department 19]

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

Date: February 22, 2023
Time: 3:00 p.m.
Department: 19
Reservation No.: A-20074795001
Complaint Filed: September 23, 2020

1 On or about January 27, 2023, Plaintiff, Fnu Linaki, filed a motion for an Order Granting Final
2 Approval of Class Action Settlement, and on February 22, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Joint Stipulation of Class
4 Action and PAGA Settlement ("Agreement"), the arguments of counsel, and all other matters presented
5 to the Court regarding final approval of the settlement, approval of requested allocations from the
6 settlement fund, and entry of final judgment.

7 **I. Background**

8 On September 23, 2020, Plaintiff, Fnu Linaki, filed this class and Labor Code Private Attorneys
9 General Act of 2004 ("PAGA") action against Defendant, Genji Pacific, LLC, also known as Hana
10 Group Ops, LLC, in the Superior Court of California for the County of Alameda. The operative
11 complaint alleges claims for failure to pay proper overtime, failure to timely pay wages during and upon
12 separation of employment, failure to issue accurate itemized wage statements, unfair competition, and
13 penalties pursuant to PAGA. The lawsuit seeks to remedy (i) alleged underpayments of overtime as a
14 result of failing to factor non-discretionary compensation into the regular rate of pay and (ii) untimely
15 payment of wages more than seven days after the close of a pay period.

16 **A. Class Members**

17 The Class is defined to include Overtime Class Members and Late Paid Class Members.
18 Overtime Class Members include all individuals who were employed by Defendant in California as non-
19 exempt employees and earned overtime and non-discretionary compensation, including the Ooiri bonus,
20 in the same month at any time during the Overtime Class Period. Late Paid Class Members include all
21 individuals who were employed by Defendant in California as either exempt or non-exempt employees
22 whose wages were not paid within seven days of the last day of the pay period at any time during the
23 Late Paid Class Period.

24 Class Members who (i) earned overtime and non-discretionary compensation in the same month
25 during the PAGA Period or (ii) were not paid within seven days of the last day of the pay period at any
26 point during the PAGA Period are Aggrieved Employees.

27 The Class Period and Overtime Class Period are from September 1, 2016, through January 13,
28 2022; the PAGA Period and Late Paid Class Period is from August 26, 2019, through January 13, 2022.

1 **B. Operation of the Settlement**

2 Pursuant to the Court's October 12, 2022 Preliminary Approval Order, the Court conditionally
3 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
4 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
5 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
6 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
7 Notice of Class Action Settlement ("Class Notice") was sent to all Class Members via first class mail.
8 The notice process was timely completed.

9 This Court finds that the Agreement appears to be the product of serious, informed, non-
10 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
11 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to
12 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,
13 adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action
14 settlement under California law. Under the provisions of California Code of Civil Procedure section 382
15 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4
16 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

17 [Q]uestions of law or fact common to the members of the class predominate over any questions
18 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

19 FED. R. CIV. PROC. 23.

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

21 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

22 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
23 Agreement.

24 2. The Court has jurisdiction over the subject matter of the litigation, the Class
25 Representative, Settlement Class Members, and Defendant.

26 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
27 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
28

1 practicable under the circumstances to all Class Members, and fully met the requirements of California
2 law and due process under the State and Federal Constitutions.

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

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

8 6. The Court hereby certifies the following Class of Overtime Class Members and Late Paid
9 Class Members for settlement purposes only: (i) all individuals who were employed by Defendant in
10 California as non-exempt employees and earned overtime and non-discretionary compensation,
11 including the Ooiri bonus, in the same month at any time from September 1, 2016, through January 13,
12 2022, and (ii) all individuals who were employed by Defendant in California as either exempt or non-
13 exempt employees whose wages were not paid within seven days of the last day of the pay period at any
14 time from August 26, 2019, through January 13, 2022.

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

25 8. Within 60 days after the grant of Final Approval of the settlement, Defendant shall
26 deposit the Gross Settlement Amount of \$500,000.00 with the Administrator, pursuant to the terms of
27 the Agreement.
28

1 9. Subject to the holdback in Paragraph 10, the Administrator shall pay from the Gross
2 Settlement Amount:

- 3 1. to Class Counsel attorneys' fees in the amount of \$250,000.00 and reimbursement
4 of costs in the amount of \$12,882.84;
- 5 2. to Class Representative Fnu Linaki for her unique services to the Class, and as
6 consideration for the execution of a general release, the amount of \$10,000.00;
- 7 3. to the California Labor and Workforce Development Agency the amount of
8 \$75,000.00 for its 75% share of PAGA Penalties; and
- 9 4. to Phoenix Settlement Administrators the amount of \$11,500.00 for its fees and
10 costs in administering the settlement.

11 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
12 to make such payments in accordance with the terms of the Agreement, with the exception of 10% of the
13 \$250,000.00, or \$25,000.00, in attorneys' fees, which shall remain on deposit with the Administrator
14 until the completion of the settlement distribution process and the Court approves a final accounting.

15 11. The Court approves the Individual Settlement Payment and Individual PAGA Payment
16 amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after
17 allocation of the amounts set forth in Paragraph 9.

18 12. The Court hereby orders the parties to implement the terms of the Agreement, including
19 distributing any uncashed settlement checks to the State Unclaimed Property Fund in the name of the
20 recipient.

21 13. A compliance hearing is set for October 24, 2023, at 3:00 p.m. in Department 19 of this
22 Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a declaration from the
23 Administrator establishing the status of distribution of settlement funds. If the distribution is completed,
24 the Court will approve a final accounting and order the release of the holdback of 10% of the attorneys'
25 fees.

26 14. All Class Members who did not opt out of the Settlement shall be bound by the releases
27 provided in the Agreement. All PAGA Employees shall be bound by the PAGA releases provided in the
28

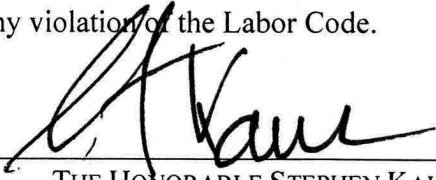
1 Agreement. The Class Representative shall be bound by the additional general releases provided in the
2 Agreement.

3 15. The Court hereby enters final judgment in this case in accordance with the terms of the
4 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
5 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
6 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
7 and the Settlement.

8 16. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
9 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
10 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
11 judgment are an admission of any liability or finding of any violation of the Labor Code.

12 **IT IS SO ORDERED AND ADJUDGED.**

13 DATED: 3 - 2, 2023


THE HONORABLE STEPHEN KAUS

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 03/02/2023 Chad Finke, Executive Officer / Clerk of the Court By: <u><i>A. Mendola</i></u> Deputy A. Mendola
PLAINTIFF/PETITIONER: Fnu Linaki		
DEFENDANT/RESPONDENT: Genji Pacific, LLC		
CERTIFICATE OF MAILING		CASE NUMBER: RG20074795

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Judgment upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Larry W. Lee
DIVERSITY LAW GROUP, P.C. APC
515 S. Figueroa St.
Suite 1250
Los Angeles, CA 90071-

Dated: 03/03/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Mendola

A. Mendola, Deputy Clerk

CERTIFICATE OF MAILING