

Prepared by counsel.

FILED
San Francisco County Superior Court

AUG 31 2021

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

JESUS DIAZ SANCHEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

GALLEHER LLC, a California limited
liability company; GALLEHER
CORPORATION, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. CGC-19-579749

CLASS ACTION

Hon. Ethan P. Schulman, Dept. 302

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

DATE: August 26, 2021
TIME: 9:30 a.m.
DEPT.: 302

Action Filed: October 3, 2019
Trial Date: None Set

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Stipulation of Class Action Settlement (the "Settlement Agreement") came for hearing
3 on August 26, 2021, in Department 302 of the above-entitled court. On June 7, 2021, the Court
4 entered an order granting preliminary approval of the settlement, followed by an amended order
5 granting preliminary approval of the settlement on June 29, 2021. The Final Approval Motion was
6 unopposed by Defendants Galleher LLC and Galleher Corporation. Having considered the Final
7 Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly
8 before the Court and having conducted an inquiry pursuant to California Rules of Court, rule
9 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith,
10 and the Settlement Agreement is approved. Due and adequate notice having been given to the
11 Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings
12 had herein and all oral and written comments received regarding the proposed settlement, and
13 having reviewed the record in this Litigation, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 15 1. The Court grants final approval of the Settlement Agreement.
- 16 2. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
17 defined terms as set forth in the Settlement Agreement.
- 18 3. The Court has jurisdiction over the subject matter over this Action, the Class
19 Representative, the Class Members, and Defendants.
- 20 4. The Court finds that the distribution of the Class Notice, as provided for in the
21 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
22 under the circumstances to all Class Members and fully met the requirements of California law
23 and due process under the Constitution of the State of California and United States Constitution.
24 Based on evidence and other material submitted, the actual notice to the Class was adequate and
25 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
26 pendency of the action, the terms of the proposed settlement, and of their right to appear, object to,
27 or exclude themselves from the proposed settlement.

1 5. The Court finds that the instant Action presented a good faith dispute of the claims
2 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
3 the Class Members included the alleged (1) failure to pay Class Members wages, minimum wages
4 and overtime for all work hours at the correct regular and premiums rates; (2) failure to provide
5 Class Members with rest breaks or pay rest break premiums; (3) failure to provide Class Members
6 with meal breaks or pay meal break premiums; (4) failure to provide Class Members with
7 complete and accurate wage statements; (5) failure to timely pay Class Members all wages during
8 employment and at termination; (6) failure to keep requisite payroll records; (7) failure to
9 reimburse employees for business expenses; (7) unfair business practices; and (8) claims for civil
10 penalties under the California Private Attorneys General Act of 2004 ("PAGA").

11 6. Two Class Members requested Exclusion from the Settlement following a full and
12 fair opportunity to do so, so all Class Members are entitled to payment pursuant to the Settlement
13 and this Judgment.

14 7. Zero Class Members objected to the Settlement following a full and fair
15 opportunity to participate in the Final Approval Hearing.

16 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
17 each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are
18 directed to perform in accordance with the terms set forth in the Settlement Agreement.

19 9. The Parties are to bear their own costs, except as otherwise provided in the
20 Settlement Agreement.

21 10. For purposes of effectuating this Order and Judgment (including the Released
22 Claims), this Court makes final its earlier provisional certification of the following class: All
23 current and former non-exempt hourly employees of Defendants in California during the period
24 beginning October 3, 2015 through August 16, 2020. The Court deems this definition sufficient
25 for purposes of California Rules of Court, rule 3.765(a). Excluded from the Settlement Class are
26 persons who validly and timely exclude themselves using the procedures set forth in the
27 Settlement Agreement, as well as any judicial officer who presides over this matter and members
28 of their family.

1 11. With respect to the Settlement Class and for purposes of approving this Settlement,
2 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
3 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
4 common to the Class Members, and there is a well-defined community of interest among the Class
5 Members with respect to the subject matter of the Action; (c) the claims of the Class
6 Representative are typical of the claims of the Class Members; (d) the Class Representative has
7 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
8 other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
9 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
10 the Settlement Class.

11 12. The Court further finds that the Settlement is fair, adequate, and reasonable and in
12 the best interests of the Class. The Court finds that the Parties reached the Settlement following
13 meaningful discovery and investigation conducted by Class Counsel and that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the Parties. In so
15 finding, the Court has considered all of the evidence presented, including evidence regarding the
16 strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely
17 duration of further litigation; the amount offered in the Settlement; the extent of investigation and
18 discovery completed; and the experience and views of Class Counsel.

19 13. By this Judgment, the Class Representative shall release, relinquish, and discharge,
20 and each of the Settlement Class Members shall be deemed to have, and by operation of the
21 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released
22 Claims, as defined in the Settlement Agreement.

23 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
24 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
25 Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Class Members as an
26 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
27 wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be
28 deemed to be or may be used by the Plaintiff or Class Members as an admission of, or evidence of,

1 any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or
2 administrative proceeding in any court, administrative agency, or other tribunal.

3 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
4 \$1,912,750. From this amount, Class Counsel collectively sought an award of attorney fees of
5 \$637,583.33, litigation expenses of \$19,152.20, an Enhancement Award for Plaintiff of \$5,000,
6 \$8,600 to Simpluris as the Settlement Administrator, and \$100,000 for PAGA penalties, \$75,000
7 of which is paid to the California Labor and Workforce Development Agency ("LWDA") and
8 \$25,000 to eligible Class Members who were employed during the PAGA Period as set forth in
9 the Settlement Agreement. Defendants do not oppose these requests.

10 16. The Court finds that the amounts for the attorney fees, litigation costs and
11 expenses, Enhancement Award, costs of settlement administration, and allocation toward PAGA
12 penalties are fair, reasonable, and appropriate in light of the services and work performed, costs
13 incurred and to be incurred, and the results achieved in this Action.

14 17. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
15 awards the payments set forth below from the Settlement Amount:

- 16 A) \$637,583.33 to Class Counsel for attorney fees;
17 B) \$19,152.20 to Class Counsel for litigation costs and expenses;
18 C) \$5,000 to Plaintiff as an Enhancement Award;
19 D) \$8,600 to the Settlement Administrator for the costs of settlement
20 administration;
21 E) \$75,000 to the LWDA; and
22 F) After deducting the foregoing payments from the Settlement Amount, the
23 remainder shall form the Net Settlement Fund payable to the Settlement Class Members as set
24 forth in the Settlement Agreement and as calculated by the Settlement Administrator.

25 18. The Settlement Administrator is directed to calculate the Class Members'
26 Individual Settlement Amounts from the Net Settlement Fund and issue all payments within and in
27 accordance with the Settlement Agreement and the timeline set forth below:
28

1	<u>October 25</u> , 2021	The Effective Date occurs
2	<u>November 4</u> , 2021	Defendant to issue the Gross Settlement
3		Amount of \$1,912,750 plus the employer's
4		share of payroll taxes on the wage portion of
5		the Settlement to the Settlement
6	<u>November 18</u> , 2021	Administrator.
7		The Settlement Administrator shall issue
8		payments to the Settlement Class Members,
9	<u>March 18</u> , 2022	Class Counsel, Plaintiff, the LWDA and
10	(120 days after date of issuance of settlement	itself.
11	check by the Settlement Administrator)	Deadline for Class Members to cash checks.
12	<u>March 30</u> , 2022	Settlement Administrator shall issue the
13		uncashed check fund to the California State
14		Controller's Office, Unclaimed Property
15		Division.
16		Class Counsel shall file a declaration from the
17		Settlement Administrator setting forth the
18		disbursements that were actually made.

19. Settlement Class Members shall have 120 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a Class Member does not negotiate their check within this time period, the check shall be tendered to the State Controller's Office, Unclaimed Property Division in the name of the Settlement Class Member and the amount of the check that was cancelled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be sent to the California State Controller Unclaimed Property.

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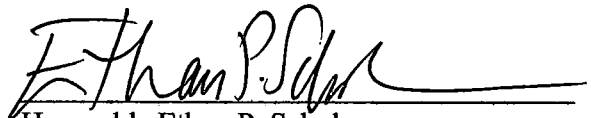
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1 20. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class
3 Representative, the Class Members, and Defendants for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6
7 **IT IS SO ORDERED.**

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10 DATED: Aug. 31, 2021


Honorable Ethan P. Schulman
Judge of the Superior Court