

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SACRAMENTO**

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15 **ADRIAN AGUIRRE**, an individual, on behalf
16 of himself and on behalf of all persons
similarly situated,

17 Plaintiff,

18 vs.

19 **HEADLANDS VENTURES, LLC.**, a
20 California Limited Liability Company; and
DOES 1 through 50, Inclusive,

21 Defendants.

CASE NO.: 34-2021-00297290-CU-OE-GDS

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: June 9, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept.: 25

Action Filed: March 24, 2021

Trial date: None Set

1 The motion of Plaintiff Adrian Aguirre (“Plaintiff”) for an order finally approving the
2 Class Action Settlement Agreement (“Agreement”) with Defendant Headlands Ventures, LLC
3 (“Defendant”), attorneys’ fees and costs, service payment, and the fees and expenses of the
4 Settlement Administrator duly came on for hearing on June 9, 2023 before the Honorable Jill H.
5 Talley.

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7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Sacramento, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of One Million Six Hundred
17 Thousand Dollars (\$1,600,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On January 27, 2023, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

1 only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
4 by first class mail to members of the Class at their last known addresses on or about March 13,
5 2023. Mailing of the Class Notice to their last known addresses was the best notice practicable
6 under the circumstances and was reasonably calculated to communicate actual notice of the
7 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
8 fully and accurately informed the Class Members of all material elements of the proposed
9 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
10 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
11 laws of the State of California, the United States Constitution, due process and other applicable
12 law. The Class Notice fairly and adequately described the Settlement and provided Class
13 Members adequate instructions and a variety of means to obtain additional information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was April 27, 2023. There was an adequate interval between notice and the deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Class Members to participate in this hearing, and all Class Members and other
18 persons wishing to be heard have been heard. Class Members also have had a full and fair
19 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Jeff Ross, a respected and experienced mediator of
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1 wage and hour class actions based on a mediator's proposal. There has been no collusion between
2 the parties in reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. One (1) request for exclusion was received.

9 e. The participation rate was high. 612 Class Members will be mailed a
10 settlement payment, representing 99.84% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$533,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$17,883.35 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in this litigation, for his time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for his execution of a general
3 release.

4 **Settlement Administration Expenses**

5 13. The Settlement Administrator shall calculate and administer the payments to be
6 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Payment,
8 issue any required tax reporting forms, calculate withholdings and perform the other remaining
9 duties set forth in the Agreement. The Settlement Administrator ILYM Group has documented
10 \$13,450 in fees and expenses, and this amount is reasonable in light of the work performed by the
11 Settlement Administrator.

12 **PAGA Payment**

13 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
14 Amount of \$35,000, which shall be allocated 75% (\$26,250) to the Labor Workforce
15 Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid
16 under this Agreement pursuant to the PAGA and 25% (\$8,750) will be distributed to the
17 Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
18 The Aggrieved Employees mean all individuals employed by Defendant in California as hourly,
19 non-exempt employees at any time during the PAGA Period (March 24, 2020 through July 31,
20 2022). All Aggrieved Employees will be sent their share of the PAGA Payment and will be
21 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
22 of the Settlement. The Court finds this PAGA Payment to be fair and reasonable.

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24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals employed by Defendant in California as hourly-paid, non-exempt
4 employees at any time during the Class Period.

5 The Class Period is March 24, 2017 through July 31, 2022.

6 16. All persons who meet the foregoing definition are members of the Class, except for
7 one (1) individual who filed a valid request for exclusion (“opt out”) from the Class, and that
8 individual is Adrian A Walker.

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class.

11 18. Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP are confirmed as Class Counsel. Class Counsel
13 are awarded attorneys' fees in the amount of \$533,333 and costs in the amount of \$17,883.35.
14 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
15 Plaintiff or members of the Class.

16 19. Plaintiff is confirmed as the representative of the Class. The payment of the Class
17 Representative Service Payment in the amount of \$10,000 to the Plaintiff is approved.

18 20. The payment of \$13,450 to the Settlement Administrator ILYM Group for their
19 fees and expenses is approved.

20 21. The PAGA Payment of \$35,000 is approved and shall be allocated in accordance
21 with the Agreement.

22 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
27 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
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1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the Released Class Claims.

8 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
9 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
10 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
11 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
12 to individual Class Members.

13 24. If the Agreement does not become final and effective in accordance with the terms
14 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
15 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
16 revert to their respective positions as of before entering into the Agreement, and expressly reserve
17 their respective rights regarding the prosecution and defense of this Action, including all available
18 defenses and affirmative defenses, and arguments that any claim in the Action could not be
19 certified as a class action and/or managed as a representative action.

20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiff, and all members of the Class, shall take nothing in the Action.

23 26. The Parties are authorized, with approval from the Court, to agree to and to adopt
24 such amendments, modifications and expansions of the Agreement and all exhibits attached
25 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
26 rights of the Parties or Class Members under the Agreement.

1 27. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 28. The "Released Parties" collectively mean: Defendant, Defendant's respective past,
4 present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and
5 the past, present and future shareholders, managers, officers, partners, members, directors, agents,
6 employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

7 29. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant
8 shall receive a release from the Participating Class Members of any and all class claims pled in the
9 operative complaint or that could have been pled based upon the factual allegations contained in
10 the operative complaint which occurred during the Class Period, and expressly excluding all other
11 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
12 disability, social security, and workers' compensation, and claims outside of the Class Period
13 ("Released Class Claims").

14 30. Upon full funding of the Gross Settlement Amount, Defendant shall receive a
15 release from the State of California of all PAGA claims for civil penalties under California Labor
16 Code Sections 2698 *et. seq.*, pled in the operative complaint or that could have been pled based
17 upon the factual allegations contained in the operative complaint and the LWDA Notices
18 submitted by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees
19 ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as
20 regardless of whether an Aggrieved Employee submitted a request for an exclusion from the
21 Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour
22 claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance,
23 disability and worker's compensation, and claims outside of the PAGA Period.

24 31. Upon full funding of the Gross Settlement Amount, Plaintiff generally releases and
25 discharges the Released Parties from all of the Plaintiff's Released Claims as set forth fully in the
26 Agreement.

1 32. The Court hereby enters judgment in the entire Action as of the filing date of this
2 Final Order, pursuant to the terms set forth in the Settlement. Without affecting the finality of this
3 Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,
4 implementation, and enforcement of the Settlement and all orders entered in connection therewith
5 pursuant to California Code of Civil Procedure section 664.6.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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8 Dated: _____

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11 HON. JILL H. TALLEY
12 JUDGE, SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SACRAMENTO
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