



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

ANNA M. ANDRADE-SALINAS,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

v.

CLAREMONT RETIREMENT
MANAGEMENT SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 34-2021-00294807-CU-OE-GDS

Assigned for All Purposes to:
Honorable Lauri A. Damrell
Department 22

CLASS ACTION

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

Hearing Date: March 1, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 22

Complaint Filed: February 18, 2021
FAC Filed: May 22, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Anna M. Andrade-Salinas
2 and Wisdom Kunitz's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Class Action and PAGA
4 Settlement Agreement and Amendment to the Class Action and PAGA Settlement Agreement
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND ORDERS:**

6 Plaintiffs and Defendants Golden Pond, L.P. and Claremont Retirement Management
7 Services, Inc. ("Defendants," "Defendant Golden Pond," and "Defendant CRMS") entered the
8 Settlement Agreement on or about August 21, 2023 to settle this lawsuit.

9 The Court entered an order dated September 13, 2023 preliminarily approving the
10 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, providing Class Members with an opportunity to object to the Settlement or exclude
13 themselves from the Class, and scheduling a Final Approval Hearing.

14 The Court held a Final Approval Hearing on March 1, 2024 to determine whether to give
15 final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
18 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
19 in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
21 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
22 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
23 including jurisdiction to approve the Settlement and grants final certification of the Class.

24 3. Final Class Certification. The Court finds the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. The Court certifies the Class consisting of all current and former hourly-paid, non-
27 exempt employees of Defendant Golden Pond within the State of California at any time during
28 the period from February 18, 2017 to August 5, 2022, excluding employees who signed *Pick-Up*

1 *Stix* settlements (“Class,” “Class Members,” and “Class Period”). There are six hundred forty-six
2 (646) Class Members who did not submit valid and timely Requests for Exclusion from the
3 Settlement (“Participating Class Members”).

4 4. Adequacy of Representation. Class Counsel fully and adequately represented the
5 Class for purposes of entering and implementing the Settlement and satisfied the requirements of
6 Code of Civil Procedure section 382.

7 5. Class Notice. The Court finds the Court Approved Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to
9 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary
10 Approval Order. The Court also finds the Class Notice:

- 11 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
12 pendency of this lawsuit; (ii) material terms and provisions of the
13 Settlement Agreement and their rights; (iii) their right to object to any
14 aspect of the Settlement Agreement; (iv) their right to exclude themselves
15 from the Settlement Agreement; (v) their right to receive settlement
16 payments; (vi) their right to appear at the Final Approval Hearing; and
17 (vii) binding effect of the orders and judgment in this lawsuit on all
18 Participating Class Members;
- 19 b. constitutes notice that fully satisfied the requirements of Code of Civil
20 Procedure section 382, California Rule of Court 3.769, and due process;
- 21 c. constitutes the best practicable notice to Class Members under the
22 circumstances of this lawsuit; and
- 23 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

24 6. Final Settlement Approval. The terms and provisions of the Settlement
25 Agreement have been entered into good faith and are the product of arm’s-length negotiations by
26 experienced counsel who have done a meaningful investigation of the claims. The Settlement
27 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
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adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

9. Release by Participating Class Members Who Are Not Aggrieved Employees. Effective on the date when Defendant Golden Pond fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

a. Release by Non-Participating Class Members Who Are Aggrieved Employees. Effective on the date when Defendant Golden Pond fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Released.

1 b. Plaintiffs' Release. Effective on the date when Defendant Golden Pond
2 fully funds the entire Gross Settlement Amount and funds all employer
3 payroll taxes owed on the Wage Portion of the Individual Class Payments,
4 Plaintiffs and their respective former and present spouses, representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns generally
6 release and discharge Released Parties from the Plaintiffs' Release.
7 Plaintiffs also expressly waive and relinquish the provisions, rights, and
8 benefits, if any, of section 1542 of the Civil Code.

9 c. Released Parties. The Released Parties include Defendants and their
10 parents, predecessors, successors, all affiliates, subsidiaries, officers,
11 directors, members, partners, agents, employees, and stockholders, and
12 affiliate entities managed by Defendant CRMS.

13 10. Class Representative Service Payments. The Court finds the Class Representative
14 Service Payments of \$10,000, to be paid to each Plaintiff (totaling \$20,000), out of the Gross
15 Settlement Amount, to be reasonable and appropriate. The Class Representative Service
16 Payments are to be paid pursuant to the terms and provisions set forth in the Agreement.

17 a. The rationale for making enhancement payments is class representatives
18 should be compensated for the expense and risk they incurred in
19 conferring a benefit on the Class. Criteria courts consider include: (1) risk
20 to the class representatives in commencing suit; (2) notoriety and personal
21 difficulties; (3) amount of time and effort spent by the class
22 representatives; (4) duration of the litigation; and (5) personal benefit (or
23 lack thereof) enjoyed by class representatives.

24 b. The Court reviewed Plaintiffs' declarations outlining their involvement.
25 Given the risks inherent in the services as the class representatives,
26 duration of the case and time involved, and benefits created for the Class,
27 the Court approves the payment of the Class Representative Service
28 Payments of \$10,000 to each Plaintiff.

1 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

2 The Court finds the Class Counsel Fees Payment of \$175,000, to be paid to Class Counsel out of
3 the Gross Settlement Amount, to be reasonable and appropriate. In addition, the Court finds the
4 Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred
5 of \$17,581.23, to be paid to Class Counsel out of the Gross Settlement Amount, to be reasonable
6 and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth
7 in the Settlement Agreement. Defendants shall not be required to pay for any other attorneys'
8 fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel
9 representing Plaintiffs or Class Members. Defendants shall also not be required to pay for any
10 other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class
11 Members in connection with or related in any manner to this lawsuit, Settlement Agreement,
12 settlement administration, Released Class Claims, and Released PAGA Claims.

- 13 a. The Court has an independent right and responsibility to review the Class
14 Counsel Fees Payment and only award so much as it determines
15 reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.*
16 (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment
17 of \$175,000 is thirty-five percent (35%) of the common fund created for
18 the benefit of the Class and is supported by use of the percentage-fee
19 method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th
20 480, 504.) Considering the results achieved, financial risk undertaken,
21 difficult nature of this litigation, skills required, percentage fees award in
22 previous and other cases, and contingent fees charged in the marketplace,
23 the Court finds the Class Counsel Fees Payment is consistent with the
24 marketplace, is reasonable, and is approved.

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1 b. The Court reviewed the declaration of Douglas Han regarding the costs
2 expended in prosecuting this case. Under the terms of the Settlement,
3 Class Counsel may seek reimbursement of up to \$30,000 in litigation
4 costs. The Court finds Class Counsel expended \$17,581.23 in litigation
5 costs, and such costs were reasonable. The Court approves the payment of
6 the Class Counsel Litigation Expenses Payment of \$17,581.23 from the
7 common fund for the reimbursement of Class Counsel's litigation costs.

8 12. Administration Expenses Payment. The Court finds Administration Expenses
9 Payment of \$12,000, to be paid to the Administrator out of the Gross Settlement Amount, to be
10 reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to
11 terms and provisions set forth in the Settlement Agreement.

12 a. The Court reviewed the declaration of Kevin Lee from Phoenix Class
13 Action Administration Solutions, the Administrator. The Court finds
14 notice was provided to the Class pursuant to the Preliminary Approval
15 Order, constitutes the best practicable notice to the Class, and satisfied due
16 process. The Court approves the payment of the Administration Expenses
17 Payment of \$12,000 for the Administrator's services in administering the
18 Settlement.

19 13. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, seventy-five
20 percent (75%) of which (\$15,000) will be paid to the LWDA out of the Gross Settlement
21 Amount and twenty-five percent (25%) of which (\$5,000) will be distributed to Aggrieved
22 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be
23 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

24 14. Funding the Gross Settlement Amount. Defendant Golden Pond shall fund the
25 Gross Settlement Amount by transmitting the funds to the Administrator no later than the
26 Effective Date. Within fourteen (14) calendar days after Defendant Golden Pond shall fully fund
27 the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and
28 persons set forth in the Settlement Agreement.

1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
3 Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Eve
5 Wagner, an experienced and well-respected mediator.

6 a. The fairness of the Settlement is demonstrated by there being no
7 objections to and no requests for exclusion from the Settlement.

8 16. Uncashed Checks. Participating Class Members and Aggrieved Employees must
9 cash or deposit their settlement checks within one hundred eighty (180) calendar days after the
10 checks are mailed by the Administrator to them. Uncashed settlement checks will be canceled
11 and transmitted to the California Controller's Unclaimed Property Fund.

12 17. Modification of Settlement Agreement. The Participating Class Members are
13 hereby authorized to agree to and adopt amendments to or modifications of the Settlement
14 Agreement by an express written instrument signed by all Parties or their representatives and
15 approved by the Court. Such amendments or modifications shall be consistent with this Order
16 and Judgment and cannot limit the rights of Participating Class Members under the Settlement.

17 18. Final Accounting and Compliance. The Court sets a compliance hearing for
18 February 7, 2025 in Department ²²~~28~~. Within five (5) court days before this hearing, Plaintiffs
19 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
20 compliance status report shall specify the total amount paid to Participating Class Members and
21 the residual of the unclaimed settlement funds that will be paid to the entity identified as the
22 recipient of such funds in the Settlement Agreement.

23 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
24 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
25 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
26 and for any other necessary purpose, including, without limitation:

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- 1 a. enforcing the terms and provisions of the Settlement and resolving any
2 disputes, claims, or causes of action in this lawsuit that, in whole or in
3 part, are related to or arise out of the Settlement or this Order and
4 Judgment;
- 5 b. entering such additional orders as may be necessary or appropriate to
6 protect or effectuate this Order and Judgment approving the Settlement,
7 and permanently enjoining Plaintiffs from initiating or pursuing related
8 proceedings, or to ensure the fair and orderly administration of the
9 Settlement; and
- 10 c. entering any other necessary or appropriate orders to protect and effectuate
11 this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
16 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
17 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
18 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
19 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
20 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
21 THE JUDGMENT THEREON.

22 IT IS SO ORDERED.

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24 DATED: 3-1-24



25 
26 HONORABLE LAURI A. DAMRELL
27 SUPERIOR COURT JUDGE
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LAURI A. DAMRELL

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On March 5, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Andrade-Salinas v. Claremont Retirement, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-815143-20**
Court Case No.: 34-2021-00294807
Sacramento County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 5, 2024, at Pasadena, California.



Jessica Torrez