

Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Sandra Acosta Tello (SBN 315616)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
sacostatello@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6697
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com

*Attorneys for Plaintiff FRANK MEZA, individually
and On behalf of all others similarly situated*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

TIANA FLEMING on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

v.

American Retail Services; ARS Fresno, LLC;
ARS West, LLC; MYOBZ, LLC; Multi-Site
Management, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

5/15/2025 8:32:23 AM

Clerk of the Superior Court
By G. Hornick , Deputy Clerk

Case No. 37-2021-00007716-CU-OE-NC

[Assigned for all purposes to the Honorable
Earl H. Maas, III, Dept. N-28]

***REVISED* ~~PROPOSED~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

Hearing Date: May 9, 2025

Hearing Time: 1:30 p.m.

Dept: N-28

Judge: Earl H. Maas, III

Complaint Filed: February 19, 2021

First Amended Complaint Filed: August 24,
2023

1 The Motion for Final Approval of Class and PAGA Action Settlement (“Motion”) filed by
2 Plaintiff Paul Corley (“Plaintiff”) first came on regularly for hearing before this Court on May 9, 2025
3 at 1:30 p.m. The Court, having considered the Joint Stipulation of Settlement and Addendum (together,
4 “Settlement”) between Plaintiff and Defendants American Retail Services, ARS Fresno, LLC, ARS
5 West, LLC, MYOBZ, LLC, and Multi-Site Management, LLC, dba Defendant Porter’s of American
6 Retail Services (“Defendants”), attached as Exhibit A to the Declaration of Carolyn H. Cottrell, filed
7 concurrently with the Motion, as well as the Memorandum of Points and Authorities in support thereof,
8 supporting Declarations, all supporting documents attached therein, and any argument presented at the
9 hearing on the Motion.

10 Based on the documents filed, arguments presented at the hearings, and good cause appearing,
11 the Court **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

12 1. This Order incorporates by reference the parties’ Settlement and all defined terms herein
13 shall have the same meaning as set forth in the Settlement.

14 2. This Court has continuing jurisdiction over the subject matter of this Action and over all
15 Parties to this Action, including all Participating Class Members, until the Settlement is fully
16 administered. (Cal. R. Ct. 3.769(h).).

17 3. The Court GRANTS final approval of the Settlement and finds its terms to be fair,
18 adequate, and within the range of reasonableness of a settlement that ultimately could be finally
19 approved by the Court at a Final Approval Hearing.

20 4. For purposes of the Settlement only, the Court finds that the proposed Settlement Class
21 is ascertainable and that there is a sufficiently well-defined community of interest among the Class
22 Members in questions of law and fact. Therefore, for settlement purposes only, the Court GRANTS
23 certification of the Settlement Class, which is all current and former non-exempt employees worked
24 for Defendants in California at any time during the period from February 19, 2017 to January 19, 2025.
25 All Class Members who do not opt out are bound by the terms of the Settlement.
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1 5. For purposes of the Settlement, the Court designates Plaintiffs Tiana Fleming, Francisco
2 Carrillo and Frank Meza as Class Representative and Schneider Wallace Cottrell Konecky LLP
3 (“SWCK”) and James Hawkins APLC as Class Counsel.

4 6. The Court finds that distribution of the Notice of Settlement directed to the Class
5 Members as set forth in the Settlement has been completed in conformity with the Preliminary
6 Approval Order, including individual notice to all Class Members who could be identified through
7 reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement
8 provided due and adequate notice of the proceedings and of the matters set forth therein, including the
9 proposed Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully
10 satisfied the requirements of due process.

11 7. The Court finds that zero Class Members objected to the Settlement and only one Class
12 Member have requested exclusion from the Settlement.

13 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
14 Settlement according to its terms.

15 9. Upon final approval of the Settlement and payment of the amounts set forth therein, each
16 and every Released Claim of each and every respective Participating Class Member is and shall be
17 deemed to be conclusively released as against the Released Defendant Parties, and each and every
18 Released Defendant Claim of the Released Defendant Parties is and shall be deemed to be conclusively
19 released as against the Released Plaintiff Parties.

20 10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and
21 adequate compromise of the Released Claims against Defendants and the Released Defendant Parties.

22 11. The Court hereby finds the individual settlement payments provided for under the
23 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances. The
24 Court, therefore, orders the calculations and the payments to be made and administered in accordance
25 with the terms of the Settlement and the Notice of Settlement.

12. The Court hereby approves and orders the service payments of \$20,000.00 to Plaintiff Tiana Fleming, \$10,000.00 to Plaintiff Francisco Carrillo, and \$10,000.00 to Frank Meza for their efforts on behalf of the Class Members.

13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$192,500.00 and attorneys' costs in the amount of \$83,619.00 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms of the Settlement, and transferred and/or made payable to Schneider Wallace Cottrell Konecky LLP and James Hawkins APLC as Class Counsel in the Action.

14. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Administrator, Phoenix Class Action Administration Solutions ("Phoenix"), in the amount of \$21,197.84.

15. The Court also hereby orders that the deadline for making the Court-approved individual settlement awards, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

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

17. The Court approves the following implementation schedule:

EVENT	DEADLINE
Effective Date	Date on which all of the following events have occurred: the Settlement shall be the later of (a) the date which is sixty (60) days after notice of entry of final order and judgment if no notice is

	filed within that time seeking appeal of the final order and judgment and if no motion for extension to appeal is filed; or (b) if a notice of appeal is filed, whether or not the time to do so has been extended, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been finally terminated in such a manner as to permit the final order and judgment to take effect (Settlement, ¶ 11).
Deadline for Defendant to deposit Gross Settlement Fund with Settlement Administrator	Seven (7) calendar days after the Effective Date
Administrator shall provide payments to Class Counsel, the LWDA, PAGA Members, Settlement Class Members, Plaintiff and itself	Seven (7) calendar days after the Effective Date Defendants shall cause Two Hundred Thousand Dollars (\$200,000.00) of the Gross Settlement Amount to be deposited into the QSF created by the Settlement Administrator Defendants shall pay the remaining \$350,000.00 of the total settlement of \$550,000 as follows: \$100,000 on the one-year anniversary of the initial payment set forth in 12(a); \$100,000 payable on the two-year anniversary of the initial payment set forth in 12(a); and the balance of \$150,000 payable on the three-year anniversary of the set forth in 12(a). No later than fourteen (14) calendar days after each deposit by Defendants, the Settlement Administrator shall distribute the sums approved by the Court in connection with Sections 3(a)(i) - (vi) – i.e., the payment of costs for the Settlement Administrator, the enhancement or incentive award for the Class Representatives, the payment of attorneys’ fees and costs to Class Counsel, the payment of Class Counsel’s litigation costs, the PAGA penalties, and the Net Settlement Amount – according to the following schedule outlined in the Settlement.
Check-cashing deadline	One hundred and eighty (180) days after checks’ issuance

1 Deadline for Settlement Administrator to
2 transmit remaining funds from checks
3 returned as undeliverable or that are not
4 negotiated to the State of California Office of
5 the Controller Unclaimed Property Fund in the
6 name of each Settlement Class Members who
7 did not cash his/her Settlement check or,
8 should the Court reject such a plan, to a
9 mutually agreed upon cy pres beneficiary.

One hundred and eighty (180) days after
checks' issuance

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11 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

12 Dated: June 5, 2025

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14 HON. EARL H. MAAS, III

15 JUDGE OF THE SUPERIOR COURT
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I am over the age of eighteen years and not a party to the within entitled action. I am employed at Schneider Wallace Cottrell Konecky LLP located at 2000 Powell Street, Suite 1400, Emeryville, California 94608.

Robert M. Caietti, Esq.
Kristin A. Kameen, Esq.
Gregory E. Catangay, Esq.
CAIETTI LAW GROUP, APC
8885 Rio San Diego Drive, Suite 232
San Diego, CA 92108
Tel: (858) 623-5644
Fax: (866) 797-8410
bob@caiettilaw.com
kristin@caiettilaw.com
greg@caiettilaw.com

[✓] **BY U.S. MAIL:** I placed a true copy(s) thereof enclosed in a sealed envelope(s) with the postage thereon fully prepaid at the address(s) set forth above and deposited such envelope(s) in the mail at **Emeryville, California**. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day at **Emeryville, California**. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 15, 2025, at Los Angeles, California.


MELISA FLORES