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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF MERCED
11

12 LE'ROI LOPEZ, individually, and on behalf of
13 other members of the general public similarly
situated,

14 Plaintiff,

15 vs.

16 BIG CREEK LUMBER COMPANY, a
California corporation; THE BIG CREEK
17 MANAGEMENT COMPANY, a California
corporation; and DOES 1 through 10, inclusive,

18 Defendants.
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FILED
MERCED COUNTY

2022 OCT 31 PM 3:35

CLERK OF THE COURT
BY: Mustapha Noimou DEPUTY

Case No.: 21CV-00613

Assigned to the Hon. Brian L. McCabe

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: October 31, 2022

Time: 8:15 a.m.

Place: Courtroom 8

Action Filed: February 22, 2021

Trial Date: None Set

ORDER

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action Settlement and Release (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other released
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
24 Defendants or any of the other released parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendants as a
26 non-exempt, hourly employee in the State of California at any time from February 22, 2017 through
27 January 18, 2022.

28 11. Plaintiff Le'Roi Lopez is a suitable Class Representative and is hereby appointed the

1 Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
3 Class, and that his interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$2,500 for his service on behalf of the Settlement Class.

6 13. The Court hereby awards Plaintiff a General Release Payment of \$7,500 for agreeing to
7 a general release of all claims arising out of his employment with Defendants.

8 14. The Court finds that the attorneys at Capstone Law APC have the requisite
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 15. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and
14 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be added
15 to the Net Settlement Amount.

16 16. The Court hereby awards \$733,333 in attorneys' fees and \$16,050 in costs and expenses
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
19 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
20 via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are fair
21 and reasonable.

22 17. The Court approves settlement administration costs and expenses in the amount of
23 \$10,000 to ILYM Group, Inc.

24 18. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 shall be forever binding on all Participating Class Members. These Participating Class Members have

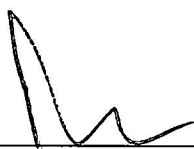
1 released and forever discharged the Defendants for any and all Released Claims.

2 19. Upon entry of Judgment, compensation to the Participating Class Members shall be
3 effected pursuant to the terms of the Settlement Agreement.

4 20. This Court shall retain jurisdiction with respect to all matters related to the
5 administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or
6 related to the subject matter of the lawsuit, including but not limited to all matters related to the
7 settlement and the determination of all controversies relating thereto.

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9 **IT IS SO ORDERED.**

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11 Dated: 10-31-22

12  Judge Peter MacLaren
13 Hon. ~~Brian L. McCabe~~ Peter MacLaren
14 Merced County Superior Court Judge
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