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 and Proposed Class Counsel

FILED
 Superior Court of California
 County of Sacramento
04/25/2024
 T. Shaddix, Deputy

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

DINESHA WHITE, on behalf of herself
 and all “aggrieved employees” pursuant to
 Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

WING PROS, INC., a California
 corporation, and DOES 1 through 10,
 inclusive,

Defendants.

CASE NO: 34-2021-00303521

Assigned to the Hon. Jill H. Talley, Dept. 23

CLASS ACTION

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

Date: March 29, 2024

Time: 9:00 a.m.

Dept.: 23

Complaint Filed: July 2, 2021

Plaintiff’s Motion for an Order Granting Final Approval of Class Action Settlement came before this Court on March 29, 2024. The above-captioned Action is a class action lawsuit brought by Plaintiff Dinesha White (“Plaintiff”) against Defendant Wing Pros, Inc. (“Defendant”) (collectively, the “Parties”). Plaintiff alleges, on behalf of a class of Defendant’s current and former employees, that Defendant failed to pay all wages due, failed to provide meal and rest periods or compensation in lieu thereof, failed to pay wages due timely upon separation of employment, failed to pay all gratuities, failed to comply with itemized wage statement provisions, violated California Business & Professions Code Section 17200 and incurred penalties pursuant to Labor Code Section

1 2698-2699, et seq., for violations of the California Labor Code. Defendant denies any and all
2 alleged wrongdoing, and denies any liability to the Plaintiff, members of the Class, or Aggrieved
3 Employees. Defendant contends that that it has complied at all times with California law, including
4 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
5 and Professions Code.

6 On November 16, 2023, this Court entered an Order Granting Preliminary Approval of
7 Settlement, resulting in certification of the Settlement Class, for settlement purposes only,
8 described as follows: All current and former non-exempt employees of Defendant [Wing Pros,
9 Inc.] who worked in the State of California at any time during the Class Period [beginning on
10 November 4, 2018 and continuing through to and including August 31, 2022].

11 That Order further directed the Parties to provide Notice to the Class, which informed absent
12 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
13 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
14 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
15 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
16 procedures to exercise that right; and (e) an explanation of the procedures for class members to
17 participate in the proposed settlement.

18 The Court, upon Notice having been given as required in the Preliminary Approval Order,
19 and having considered the Class, Collective, and Representative Settlement Agreement, as well as
20 all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

21 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
22 to the Action, including all members of the Settlement Class and all Aggrieved Employees.

23 2. The Court finds that the Settlement Class is properly certified for settlement
24 purposes only.

25 3. The Notice provided to the Settlement Class conforms with the requirements of
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California
27 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
28

1 applicable law, and constitutes the best notice practicable under the circumstances, by providing
2 individual notice to all Class Members who could be identified through reasonable effort, and by
3 providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 Class Members. The notice fully satisfied the requirements of due process.

5 4. The Court finds the settlement was entered into in good faith, that the settlement is
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 5. The Court approves the Gross Settlement Amount of \$235,000.

11 6. Zero (0) Class Members have objected to the terms of the Settlement.

12 7. One (1) Class Member has requested exclusion from the Settlement. Daunyea
13 Norbert shall not be bound by the Released Class Claims, but will be bound by the Released PAGA
14 Claims as defined in the Settlement.

15 8. Upon entry of this Order, compensation to the Participating Class Members and all
16 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

17 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
18 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
19 hereby approves the payment of a Class Representative Enhancement Payment to Plaintiff Dinesha
20 White in the amount of Ten Thousand Dollars (\$10,000). This shall be paid from the Class
21 Settlement Amount.

22 10. The Court approves the payment of attorneys' fees to Class Counsel, Gaines &
23 Gaines, APLC, in the sum of Seventy-Eight Thousand Three Hundred Thirty-Three Dollars and
24 Thirty-Three Cents (\$78,333.33), and the reimbursement of litigation expenses in the sum of
25 Fifteen Thousand Nine Hundred Seventeen Dollars and Thirty-Three Cents (\$15,917.33). This
26 shall be paid from the Class Settlement Amount.
27
28

1 11. The Court approves and orders payment in the amount of Ten Thousand Dollars
2 (\$10,000) to Phoenix Settlement Administrators for performance of its settlement administration
3 services. This shall be paid from the Class Settlement Amount.

4 12. The Court approves and orders payment in the amount of Fifteen Thousand Dollars
5 (\$15,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA
6 penalties. This shall be paid from the Class Settlement Amount.

7 13. Upon the entry of this Order and Judgment, and subject to the occurrence of the
8 Effective Date, Plaintiff, all Participating Class Members, and all Aggrieved Employees shall be
9 bound by the releases of claims as set forth in the Settlement Agreement.

10 14. This "Judgment" is intended to be a final disposition of the above captioned action
11 in its entirety, and is intended to be immediately appealable.

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

16 16. The Court sets a settlement compliance hearing for April 4, 2025 at 9:00 a.m. in
17 Department 23. At least 15 days prior to the settlement compliance hearing, the parties shall file a
18 declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied
19 that the settlement funds have been fully distributed, no appearance at the settlement compliance
20 hearing will be required.

21
22 **IT IS SO ORDERED.**

23
24 Dated: 04/25/2024



Jill Talley

JUDGE OF THE SUPERIOR COURT
Jill Talley

[illegible]

_____ (For messenger) my business address is:

Beth A. Khan, Esq.
Matthew Richardson, Esq.
MUSICK, PEELER & GARRETT LLP
333 S. Hope Street
Los Angeles, CA 90071

 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of 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.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

Executed on April 3, 2024, at Westlake Village, California.

PROOF OF SERVICE