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Attorneys for Plaintiffs ETHAN STARR and
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

DAVID PATTERSON,

Plaintiff,

v.

SCHELL & KAMPETER, INC., and DOES 1-
10, inclusive,

Defendants.

ETHAN STARR, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

SCHELL & KAMPETER, INC., and DOES 1-
10, inclusive,

Defendants.

Lead Case No: STK-CV-UOE-2020-9296
Case No.: STK-CV-UOE-2021-4585

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENTS

Date: November 22, 2022
Time: 9:00 a.m.
Dept: 10D
Judge: Hon. Barbara Kronlund

Plaintiffs Ethan Starr's and David Patterson's ("Plaintiffs") Unopposed Motion for Final
Approval of Class Action Settlement ("Motion for Final Approval") and Motion for Attorneys' Fees,
Costs, and Enhancement Payments ("Fee Motion") came on regularly for hearing on November 22,
2022, at 9:00 a.m. in Department 10D of the above-entitled Court. Appearances are reflected in the

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1 Court's record. The Court, having fully and carefully considered Plaintiffs' Motion for Final
2 Approval and Fee Motion, the memoranda and declarations in support thereof, the Parties' Joint
3 Stipulation and Settlement Agreement, and the oral arguments made at the hearing, hereby makes
4 the following determinations and orders¹:

5 1. Plaintiffs' Motion for Preliminary Approval was granted on July 19, 2022. Plaintiffs'
6 Motion for Final Approval and Fee Motion were timely filed. No objections were filed by any Class
7 Members.

8 2. The Court finds that the Settlement was reached after arm's-length negotiations
9 between the Parties, including a mediation; the proposed Settlement was concluded only after
10 counsel for the Parties conducted adequate investigation and informal discovery; and the Settlement
11 of this action, as embodied in the terms of the Settlement, is finally approved as fair, reasonable, and
12 adequate and in compliance with all applicable requirements of the California Code of Civil
13 Procedure and the Federal Rules of Civil Procedure and any other applicable law, and in the best
14 interests of the Class Members.

15 3. Plaintiffs Ethan Starr and David Patterson are confirmed as Class Representatives.

16 4. Mayall Hurley P.C., by and through lead counsel William J. Gorham, III, Vladimir J.
17 Kozina, and Robert J. Wasserman are appointed as Class Counsel.

18 5. Atticus Administration, LLC is confirmed as Settlement Administrator of the
19 Settlement.

20 6. Prior to granting the preliminary approval, the Court evaluated the standards for class
21 certification for purposes of settlement. Nothing has been raised subsequently that might affect the
22 Court's prior analysis as to whether certification is appropriate here for settlement purposes, and the
23 Court has no cause to revisit that analysis. The Court finds that final certification as the Class is
24 appropriate under California Rules of Court, Rule 3.769 and California Code of Civil Procedure
25 section 382 and certifies the following Class and Sub-Class for purposes of settlement:

26 _____
27 ¹ All terms used in this Order Granting Final Approval of Class Action Settlement (the "Order") shall have the same
28 meanings given those terms in the Parties' Joint Stipulation and Settlement Agreement ("Settlement Agreement" or
"Settlement"), a copy which is attached as Exhibit A to the Declaration of Vladimir J. Kozina in Support of Plaintiffs'
Unopposed Motion and Fee Motion.

1 All persons who have been employed by Defendant as non-exempt employees in the State of
2 California at any time from November 3, 2016, through July 19, 2022.

3
4 7. The Class Notice mailed to Class Members informed the Class Members of the
5 Settlement terms, their right to opt out from the Settlement, object to the Settlement, or do nothing,
6 and the implications of each such action. The Class Notice also advised Class Members of
7 applicable deadlines and other events, including the Final Approval Hearing, and how Class
8 Members can obtain additional information. A dedicated toll-free phone number was created and
9 maintained, which provided Class Members the ability to obtain additional information regarding the
10 Settlement.

11 8. No objection to any component of the Settlement was raised by any Class Member.

12 9. One Class Member opted-out of the Settlement. This Class Member, Gabriel
13 Castellanos, will not be bound by the Settlement nor the terms of this Order.

14 10. The Claims Administrator sent Notice to 624 individuals on August 12, 2022. Notice
15 was effectuated on 98.87% of the Class.

16 11. The Court concludes that adequate notice was provided to the Class. *Silber v.*
17 *Mabon*, 18 F.3d 1449, 1453–54 (9th Cir. 1994) (noting the court need not ensure all class members
18 receive actual notice, only that “best practicable notice” is given); *Winans v. Emeritus Corp.*, No. 13-
19 cv-03962-HSG, 2016 WL 107574, at *3 (N.D. Cal. Jan. 11, 2016) (“While Rule 23 requires that
20 ‘reasonable effort’ be made to reach all class members, it does not require that each individual
21 actually receive notice.”). The Court accepts the Administrator’s Declaration and finds sufficient
22 notice has been provided to satisfy due process.

23 12. The Court approves the Gross Settlement Amount of \$765,000.00 as fair, reasonable,
24 and adequate.

25 13. The Court finds that the \$50,000.00 of the GSA allocated to resolve Released PAGA
26 Claims is fair, reasonable and adequate under the circumstances and serves the punitive and
27 deterrent purposes of the PAGA. *Moniz v. Adecco USA, Inc.* (2021) –Cal.Rptr.3d--; 2021 WL
28 5578298 * 9. The moving papers for the Final Approval Motion and Fee Motion were served on the

1 LWDA through the agency's online filing website. No objection to the Settlement, or the allocation
2 to resolve the Released PAGA Claims, has been offered by the LWDA.

3 14. Of the \$50,000.00 allocated to resolve the Released PAGA Claims, 75% — or
4 \$37,500.00 — will be paid to the Labor and Workforce Development Agency, and 25% — or
5 \$12,500.00 — shall be distributed to Class Members as set forth in the Settlement Agreement.

6 15. The Court approves payment to the Administrator in the amount of \$9,400.00.

7 16. The Court approves of the proposed Service Payments of \$10,000.00 each
8 (\$20,000.00 total) to Plaintiffs Ethan Starr and David Patterson for their service as Class
9 Representatives.

10 17. Class Counsel's request of attorneys' fees in the amount of \$255,000.00, or one-third
11 of the Gross Settlement Amount and declared costs of \$11,450.54 are approved. Class Counsel also
12 provided the Court with the materials necessary to perform a lodestar cross-check. Class Counsel
13 calculate their lodestar fee to be \$171,186.10, based on reasonable hours worked and reasonable
14 hourly rates. The Court finds application of a 1.49 multiplier to be appropriate. Because the fees
15 requested are appropriate under both the common fund and lodestar methods, this Court grants this
16 request.

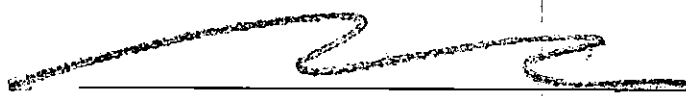
17 18. In accordance with the terms of the Settlement, as of the Effective Date, Participating
18 Class Members will forever and completely release and discharge Defendant and Released Parties
19 from the Released Claims. Additionally, Plaintiffs, on behalf of themselves, the LWDA, and the
20 other aggrieved employees, will release Defendant and Released Parties from the Released PAGA
21 Claims as of the Effective Date.

22 19. Participating Class Members shall be permanently enjoined and restrained from and
23 against initiating or pursuing against Defendant any individual, representative, or class claims
24 released by this Settlement.

25 20. Final Judgment is hereby entered based on the Parties' Settlement. The Court retains
26 jurisdiction, however, to enforce the terms of the Settlement, and ensure that its terms and this Order
27 are carried out.
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2 Dated: _____

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SUPERIOR COURT JUDGE

BARBARA A. KRONLUND