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Attorneys for Plaintiff KASSANDRA
VASQUEZ, individually and on behalf of all
other similarly situated

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

KASSANDRA VASQUEZ, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

RLMK, INC., dba MCDONALD'S, a
California Corporation; and DOES 1-50,
inclusive

Defendants.

Case No. VCU280653

Assigned for All Purposes to:
Hon. Nathan Ide
Dept.: 2

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
AWARDS/GENERAL RELEASE
PAYMENTS, AND ENTERING
JUDGMENT**

Date: November 15, 2021
Time: 8:30 a.m.
Dept.: 2

1 This matter came on for hearing on November 15, 2021, at 8:30 a.m., in Department 2 of
2 the above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees, Costs, and Entering of Final Judgment. Having received and considered the
4 Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument
5 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action
6 Settlement, and the instant Plaintiffs' Unopposed Motion for Final Approval, Attorneys' Fees,
7 Costs, Class Representative Awards, and Entering of Final Judgment, the Court grants final
8 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
9 DETERMINATIONS:

10 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
11 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
12 Settlement, of their right to receive their proportional Individual Settlement Payment, of their
13 right to request exclusion from the Class and the Settlement, of their right to comment upon or
14 object to the Settlement and to appear in person or by counsel at the final approval hearing and of
15 the date set for the Final Approval hearing. Adequate periods of time were provided by each of
16 these procedures.

17 2. In response to the Notice, no member of the Class filed written objections to the
18 Settlement, or stated an intention to appear at the final approval hearing. There were ten (10)
19 requests to be excluded from the Settlement. There are no outstanding disputes regarding the
20 Settlement.

21 3. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the Class Members' response. The Court finds and
24 determines that the Notice provided in the Action was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 4. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
28 finally approved, and that all terms and provisions of the Settlement Agreement should be and

1 hereby are ordered to be consummated.

2 5. The Court has certified a Class, as that term is defined in and by the terms of the
3 Settlement Agreement, and the Court deems this definition sufficient for purposes of California
4 Rule of Court 3.765(a).

5 6. The Court hereby approves the terms set forth in the Settlement Agreement and
6 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
7 to effectuate the Settlement according to its terms. The Court finds that the Settlement was
8 reached as a result of informed and non-collusive arm's-length negotiations facilitated by a
9 neutral mediator. The Court further finds that the Parties conducted extensive investigation,
10 research, and discovery and that their attorneys were able to reasonably evaluate their respective
11 positions. The Court also finds that Settlement will enable the Parties to avoid additional and
12 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
13 litigate the case. The Court has reviewed the monetary recovery provided as part of the
14 Settlement and recognizes the significant value accorded to the Class.

15 7. The Court hereby confirms pursuant to paragraphs 1.3 and 3.6.2 of the Settlement
16 the Class Period means the time period from October 2, 2015 to February 25, 2021, who worked
17 for Defendants as hourly-paid non-exempt employees in California.

18 8. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

19 9. The Court hereby confirms the Plaintiff Kassandra Vasquez as the Class
20 Representatives in this action.

21 10. The Court finds and determines that the individual settlement payments provided
22 for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court
23 hereby gives final approval to and orders the payment of those amounts be made to the
24 participating members of the Class in accordance with the terms of the Settlement.

25 11. The Court finds and determines that payment to the California Labor and
26 Workforce Development Agency of \$187,500.00 as its share of the settlement of civil penalties in
27 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
28 that the payment of that amount be paid in accordance with the Settlement.

1 12. The Court finds and determines the Class Representative Awards in the sum of
2 \$7,500 to Plaintiff Kassandra Vasquez are fair and reasonable. The Court hereby orders the
3 Administrator to make this payment to the Plaintiffs/Class Representatives in accordance with the
4 terms of the Settlement Agreement.

5 13. The Court finds and determines that the payment to be paid to the Settlement
6 Administrator, ILYM Group, Inc., in the sum of \$70,000 for its fee and expenses incurred is fair
7 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
8 accordance with the terms of the Settlement Agreement.

9 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
11 \$1,416,666.00 and litigation costs of \$16,465.30. The Court finds such amounts to be fair and
12 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
13 accordance with the terms of the Settlement Agreement.

14 15. Neither Defendants nor any related persons or entities shall have any further
15 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
16 except as provided for by the Settlement Agreement.

17 16. The Court finds and determines that the releases contained in the Settlement
18 Agreement is appropriate and shall bind all Class Members who did not timely opt out of the
19 Settlement.

20 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
21 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
22 Defendants make payments to Participating Class Members in accordance with the Settlement
23 Agreement.

24 18. The Court finds and determines that nothing in the Settlement Agreement, this
25 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
26 wrongdoing by Defendants or (2) may be offered or admitted in evidence against Defendants
27 (other than solely in connection with this Settlement).

28 19. The Court hereby enters final judgment in this case in accordance with the terms

1 of the Settlement Agreement, Preliminary Approval Order and this Order.

2 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
3 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

4 21. Without affecting the finality of this Order in any way, the Court retains
5 jurisdiction of all matters relating to the interpretation, administration, implementation,
6 effectuation and enforcement of this order and the Settlement.

7 **JUDGMENT**

8 22. This document shall constitute a judgment for purposes of California Rules of
9 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall
10 be entered within the meaning and for purposes of Code of Civil Procedure sections 577,
11 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named
12 Plaintiffs/Class Representatives and all Class Members shall take nothing from Defendants except
13 as expressly set forth in the Settlement Agreement, in conjunction with Plaintiffs' Unopposed
14 Motion for Preliminary Approval of the Class Action Settlement. The Court pursuant to
15 California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of
16 the judgment.

17
18
19 Date:

By: _____
Honorable Nathan Ide
Judge of the Superior Court