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8 CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBO, MICHAEL LATHE, BRENT
9 MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 JOSEPH MONTAGUE, an individual, MICHAEL
13 DUPONT, an individual, CURTIS MOORE, an
14 individual, CHARISSEE TABOTABO, an
15 individual, RENAE HILLOCK, an individual,
16 UNINI ODAIBO, an individual, MICHAEL
17 LATHE, an individual, BRENT MILLER, an
18 individual, GIANCARLO VELLEJO, an
19 individual, and BENJAMIN TACDERAS, an
20 individual,

21 Plaintiff,

22 v.

23 GLOBAL CONNECTIONS TO
24 EMPLOYMENT, INC., a Florida corporation,
25 and DOES 1-50, inclusive,

26 Defendants.

Case No.: 37-2022-00004601-CU-OE-CTL

*Assigned for all purposes to
Hon. Matthew C. Braner*

**(PROPOSED) ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT, SETTLEMENT
ADMINISTRATOR COSTS AND
PLAINTIFFS' ENHANCEMENT AWARDS
AND ENTRY OF JUDGMENT THEREON**

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: C-60

Filed: February 3, 2022

Trial Date: None Set

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(PROPOSED) ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT

1 On or about August 31, 2023, Plaintiffs' Joseph Montague, Michael Dupon, Curtis Moore,
2 Charisse Lyn Uy Tabotabo (formerly Charisse Tabotabo), Renae Hillock, Unini Odaibo, Michael
3 Lathe, Brent Miller, Giancarlo Vellejo, and Benjamin Tacderas ("Plaintiffs") individually and on
4 behalf of the Settlement Class and PAGA Group Members, entered into a Joint Stipulation of PAGA
5 and Class Action Settlement and Release of Claims (the "Settlement Agreement").

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7 This matter having come before the Court on February 9, 2024 for the final Approval hearing
8 on Plaintiffs' unopposed Motion for Final Approval, due and adequate notice having been given to
9 the Class Members as require by the Court's Preliminary Approval Order Dated October 13, 2023,
10 and the Court, having considered all the papers filed and proceedings herein, having received no
11 objections to the Settlement, having determined that the Settlement is fair, adequate and reasonable,
12 and otherwise being fully informed, hereby ORDERS as follows:

- 13 1.) All terms used herein shall have the same meaning as given in the Settlement Agreement.
- 14 2.) The Court has jurisdiction over the subject matter of this proceeding and over all Parties
15 to this proceeding, including all putative Class and PAGA employees who did not opt out.
- 16 3.) The Court hereby certifies the Settlement Class, consisting of all individuals employed
17 by Defendant in California at any time during the Class Period between February 3, 2019
18 through April 1, 2022.
- 19 4.) The Court finds the distribution of the Settlement Notice packet directed to the Class and
20 PAGA employees as set forth in the October 13, 2023 Order granting preliminary
21 approval has been completed in conformed with the Order, including individual notice to
22 all Settlement employees who could be identified through reasonable efforts, and
23 constitutes the best notice practicable under the circumstances. The Notice provided due
24 and adequate notice of the proceedings and of the matters set forth in the Preliminary
25 Approval Order, including the proposed Settlement as set forth in the Settlement
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1 Agreement. The Notice provided adequate and appropriate notice to all persons entitled
2 to such notice, and therefore fully satisfied the requirements of due process. All of the
3 Settlement Class and PAGA Group Members and all of the Released Claims are covered
4 by and included within the Settlement and within this Final Approval Order.

5 5.) The Court finds that the Settlement has been reached as a result of intensive, serious, and
6 non-collusive arms'-length negotiations and the Settlement was entered into in good faith.
7 The Court further finds that the Settlement is fair, reasonable and adequate, and that
8 Plaintiffs have satisfied the standards applicable requirements for final approval of this
9 Class and PAGA Settlement under California law.
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11 6.) The Court hereby approves the Settlement as set forth in the Settlement Agreement and
12 directs the Parties to implement and effectuate the Settlement according to the terms set
13 forth in the Settlement Agreement. In granting final approval of the Settlement
14 Agreement, the Court considered the nature of the claims, the amounts and kinds of
15 benefits paid in settlement, the allocation of settlement proceeds among the Participating
16 Class Members and the PAGA Group Members and the fact that a settlement represents a
17 compromise of the parties' respective positions rather than the result of finding of
18 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement
19 have no obvious deficiencies and do not improperly grant preferential treatment to any
20 individual Class Member.
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22 7.) All Released Claims shall be implemented and consummated in accordance with the
23 definitions and terms of the Settlement Agreement.

24 8.) All Released Claims shall be merged into the Final Judgment except for the attorneys'
25 fees and costs owed to Class Counsel and the Class Representative Enhancement Awards
26 to the Representative Plaintiffs, and accordingly, Plaintiffs, and the Settlement
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1 Employees (and all persons acting or purporting to act on their behalf) are permanently
2 barred and enjoined from instituting, commencing, asserting or continuing any of the
3 Released Claims either directly, representative or in another capacity or derivatively,
4 against the Released Parties in this or any other jurisdiction.

5 9.) As of the Effective Date of this Final Approval Order, the Released Parties are released
6 and discharged from any and all liability with respect to the Released Class Claims and
7 Released PAGA Claims (as those terms are defined in the Settlement Agreement) for
8 those Participating Class Members who did not timely and validly opt-out.

9 10.) Neither the Settlement nor any of the terms set forth in the Settlement Agreement
10 constitute an admission by Defendant, or any of the other Released Persons, of liability to
11 any named Representative Plaintiff or any Participating Class Member or PAGA Group
12 Member, nor does this Final Approval Order constitute a finding by the Court of the
13 validity of any of the claims alleged in the lawsuit, or of any liability of Defendant or any
14 of the other Released Parties. Neither this Final Judgment, nor any document referred to
15 herein or exhibit thereto, nor any action taken to carry out the Settlement Agreement is,
16 may be construed as, or may be used as an admission by or against Defendant of any
17 fault, wrongdoing or liability whatsoever and shall not be offered in evidence by any
18 party to the Settlement Agreement in any action or proceeding against any party hereto in
19 any court, administrative agency or other tribunal for any purpose whatsoever other than
20 to enforce the provisions of this Final Judgment, the Settlement Agreement or related
21 release, except that the Settlement Agreement may be filed in this Action or in any
22 related litigation to enforce the Settlement Agreement as evidence of the Settlement or in
23 any subsequent action against or by Defendant to support a defense of res judicata,
24 collateral estoppel, release or other theory of issue preclusion or similar defense.
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1 11.) The Court hereby finds the Two Hundred and Fifty Thousand Dollars (\$250,000.00)
2 Gross Settlement Amount (also referred to as the "GSA") provided for in the Settlement
3 Agreement to be fair, reasonable and adequate.

4 12.) The Court hereby confirms Jacob N. Whitehead, Esq. of W Employment Law, APC
5 as Class Counsel.

6 13.) Jacob Whitehead and W Employment Law, APC has shown they are qualified to
7 conduct the pending litigation and represent Plaintiffs and the Settlement Class and is
8 therefore approved and confirmed as Class Counsel. Pursuant to the terms of the
9 Settlement Agreement, and the authorities, evidence, and arguments set forth in Class
10 Counsel's concurrently filed application for an award of attorneys' fees in the amount not
11 to exceed \$80,000.00 (40% of the total GSA) and for reasonable litigation costs in the
12 amount of Nine Thousand, Five Hundred Forty-One Dollars and Thirty-Nine Cents
13 (\$9,541.39) as requested, in complete satisfaction of any and all attorneys' fees and costs
14 incurred by and/or owed to Class Counsel is hereby granted. The Court finds that the
15 request falls within the range of reasonableness and that the result achieved justifies the
16 award. The payment of fees and costs to Class Counsel shall be made within ten (10)
17 calendar days of Defendant's transfer of the Gross Settlement funds, in accordance with
18 the terms of the Settlement Agreement.

19 14.) The Court finds that the Plaintiffs acted fairly and adequately to protect the interests
20 of the Settlement Class and are hereby confirmed as Class Representatives for the
21 Settlement Class. The Court hereby approves and orders a Service Enhancement
22 Payment in the amount of \$2,500.00 to each (for a total sum of \$25,000.00) of the Class
23 Representatives for their service as Class Representatives. The payment of the Class
24 Representatives' Service Enhancement Payments shall be made within ten (10) calendar
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1 days of Defendant's transfer of the Gross Settlement funds, in accordance with the terms
2 of the Settlement Agreement.

3 15.) Members of the Settlement Class, who did not timely or validly opt out, are bound by
4 this Final Judgment and by the Settlement Agreement, including the Released Claims as
5 defined Sections 1.34, 1.41, 1.44, and provided for in Sections 6.1 through 6.6 of the
6 Settlement Agreement.

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8 16.) The Court approves the settlement of the PAGA claims alleged in the Lawsuit in the
9 amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) and the payment of
10 Nine Thousand, Three Hundred and Seventy Five Dollars (\$9,375.00) (75%) to the
11 California Labor and Workforce Development Agency ("LWDA") to settle the PAGA
12 claim. The payment of the \$9,375.00 shall be sent by the Settlement Administrator to the
13 LWDA within ten calendar (10) days of Defendant's transfer of the Gross Settlement
14 funds, in accordance with the terms of the Settlement Agreement. Three Thousand, One
15 Hundred Twenty-Five Dollars (\$3,125.00) (25%) of the PAGA Settlement to be
16 distributed to the PAGA Group Members who were employed by Defendant in
17 California at any time during the PAGA Period (the period from February 3, 2021
18 through April 1, 2022) based on a proportional share determined by the number of pay
19 periods such individuals respectively worked during the PAGA Period.

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21 17.) Within fifteen (15) calendar after the Effective Date, Defendant shall transfer the
22 GSA to the Settlement Administrator, who will deposit the funds into a Settlement
23 Administrator-established Qualified Settlement Fund ("QSF") account at a federally
24 insured banking institution.

25 18.) The Court further approves the payment of \$10,000 to ILYM Group, Inc., the
26 Settlement Administrator from the GSA for the settlement administration fees for
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1 administering the Settlement as set forth in the Settlement Agreement. The payment
2 authorized by this paragraph shall be made by the Settlement Administrator within ten
3 calendar days (10) days after the Defendant's deposit of the GSA to the QSF in
4 accordance with the terms of the Settlement Agreement.

5 19.) Utilizing Class Data provided by Defendant, the Settlement Administrator shall make
6 the final calculation of payments from the Net Settlement Amount to be distributed to the
7 Participating Settlement Employees. The proportional Class settlement share to be paid
8 for each Participating Settlement Class Member shall be calculated by dividing the total
9 number of compensable pay periods worked by each Participating Settlement Class
10 Member during the Class Period (the period between February 1, 2019 through April 1,
11 2022) into the Net Settlement amount (the "Pay Period Value") prior to legal deductions
12 for each Participating Class Member.
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14 20.) Within ten (10) calendar days after the deposit of the GSA funds into the QSF, the
15 Settlement Administrator shall distribute settlement checks to all Participating Class
16 Settlement and PAGA Group Members, the payment to the LWDA of the PAGA
17 penalties; the payment for Plaintiffs' individual claims; payment for the approved Service
18 Enhancement Awards to each of the Representative Plaintiffs; the Settlement
19 Administration Fees and Class Counsel's attorneys' fees and costs as approved herein.
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21 21.) In Accordance with Section 7.6 of the Settlement Agreement, if the Settlement does
22 not become final and effective pursuant Section 7.6 or to any of the other terms of the
23 Settlement Agreement, this Final Approval Order and any and all orders entered in
24 connection herewith, including the Judgment on this Order, shall be vacated and shall
25 have no further force or effect and the Parties shall be deemed to have reverted to their
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respective status as of the date and time immediately prior to the execution of the Settlement.

22.) Pursuant to California Rules of Court, rule 3.769(h), the Court hereby enters Judgment in this action; provided, however, that without affecting the finality of the Settlement or the judgment entered herein, this Court shall retain exclusive and continuing jurisdiction over the lawsuit and the Parties, including all Settling Class and PAGA Members, for purposes of enforcing and/or interpreting this Order and Judgment, as well as the administration and consummation of the terms of the Settlement and the claims process established therein.

23.) There being no just reason to delay the entry of this Final Judgment the clerk is ordered to enter this Final Judgment forthwith.

IT IS SO ORDERED.

Dated: _____

Hon. Matthew C. Braner
Judge of the Superior Court of the State of
California, County of San Diego

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