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Attorneys for Plaintiff SAI YANG CHA

FILED
Superior Court of California
County of Marin
06/14/2024
James M. Kim, Clerk of the Court
J. Dale, Deputy
J. Dale

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

SAI YANG CHA, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

CENTER POINT, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendant

Case No.: CIV2102081

[Assigned for all purposes to Hon. Andrew
Sweet, Dept. 14]

~~PROPOSED~~ ^{AES} **ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

[Filed with the Plaintiff's Notice of Motion and
Motion for Final Approval, Declaration of Kane
Moon, Declaration of Plaintiff Sai Yang Cha, and
Declaration of Jennifer Beliveau]

FINAL APPROVAL HEARING

Date: ~~April 19, 2024~~ 05/31/2024

Time: 1:30 p.m.

Dept.: 14

1 The Court issued an Order Granting Plaintiff Sai Yang Cha's Motion for Preliminary
2 Approval of Class and PAGA Action Settlement on December 11, 2023. Plaintiff Sai Yang Cha
3 ("Plaintiff") now seeks an Order and Judgment Granting Final Approval of the same Class and
4 PAGA Action Settlement ("Settlement") between Plaintiff and Defendant Center Point, Inc.
5 ("Defendant"), attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final
6 Approval of Class and PAGA Action Settlement as Exhibit 1.

7 The Court, having considered Plaintiff's Notice of Motion and Motion for Final Approval of
8 Class and PAGA Action Settlement ("Motion"), the supporting Declarations and Exhibits therein, the
9 records and files in this Action, and the absence of any written objections or requests for exclusion
10 from the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
11 **DECREEES AS FOLLOWS:**

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
13 forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
15 Class Members, all PAGA Members, and Defendant.

16 The Settlement appears to have been made and entered into in good faith and is hereby
17 approved, subject to any limitations on the requested fees and payments as set forth below.

18 For purposes of effectuating the Settlement, the following Class is hereby certified: all
19 persons who worked for Defendant as non-exempt, hourly employees in California during the period
20 from June 1, 2017 through July 30, 2023.

21 The Parties shall bear their own respective attorneys' fees and costs, except as provided for in
22 the Settlement and approved by the Court.

23 No Class Members have objected to the terms of the Settlement, and no Class Members have
24 requested exclusion from the Settlement.

25 Plaintiff, all Participating Class Members, and all PAGA Members shall have, by operation of
26 this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all
27 Released Parties from all Released Claims and Released PAGA Claims upon Final Approval and
28

1 Defendant's payment of all sums due pursuant to the Settlement, and except as to such rights or
2 claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

- 3 1. **Released Parties.** "Released Parties" means Defendant and all related companies,
4 subsidiaries, owners, shareholders, members, agents (including, without limitation,
5 any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
6 present or future officers, directors and employees) predecessors, successors, and
7 assigns.
- 8 2. **Plaintiff's Release.** Plaintiff and her respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns
10 generally, release and discharge Released Parties from all claims, transactions, or
11 occurrences, including, but not limited to all claims that were, or reasonably could
12 have been, alleged, based on the facts contained, in the Operative Complaint or
13 ascertained during the Action and released under Released Claims. ("Plaintiff's
14 Release.") Plaintiff's Release does not extend to any claims or actions to enforce this
15 Agreement, or to any claims for vested benefits, unemployment benefits, disability
16 benefits, social security benefits, workers' compensation benefits that arose at any
17 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
18 Plaintiff may discover facts or law different from, or in addition to, the facts or law
19 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
20 Release shall be and remain effective in all respects, notwithstanding such different or
21 additional facts or Plaintiff's discovery of them.
 - 22 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
24 the provisions, rights, and benefits, if any, of section 1542 of the California
25 Civil Code, which reads:
26 "A general release does not extend to claims that the creditor or releasing
27 party does not know or suspect to exist in his or her favor at the time of
28 executing the release, and that if known by him or her would have
materially affected his or her settlement with the debtor or released party."

1 3. **Release by Participating Class Members.** All Participating Class Members, on
2 behalf of themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors, and assigns, release Released Parties from
4 all claims that were alleged, or reasonably could have been alleged, based on the
5 Class Period facts stated in the Operative Complaint and ascertained in the course of
6 the Action, including but not limited to unpaid wages, overtime, missed meal and rest
7 periods, waiting time penalties, wages not timely paid during employment, payroll
8 stub violations, and failure to keep requisite payroll records (“Released Claims”).
9 Participating Class Members do not release any other claims, including claims for
10 vested benefits, wrongful termination, violation of the Fair Employment and Housing
11 Act, unemployment insurance, disability, social security, workers’ compensation, or
12 claims based on facts occurring outside the Class Period.

13 4. **Release by PAGA Members.** All PAGA Members are deemed to release, on behalf
14 of themselves and their respective former and present representatives, agents, attorneys,
15 heirs, administrators, successors, and assigns, the Released Parties from all claims for
16 PAGA Penalties that were alleged, or reasonably could have been alleged, based on the
17 PAGA Period facts stated in the Operative Complaint and Plaintiff’s PAGA notice to
18 the LWDA (“Released PAGA Claims”). These include claims for unpaid wages,
19 overtime, missed meal and rest periods, waiting time penalties, wages not timely paid
20 during employment, payroll stub violations, and failure to keep requisite payroll
21 records. All PAGA Members shall release all claims arising under PAGA regardless of
22 their decision to participate in the Settlement.

23 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
24 and pay the Individual Class Payments and Individual PAGA Payments are fair and reasonable. The
25 Settlement Administrator is authorized to pay the Individual Class Payments and Individual PAGA
26 Payments to the Participating Class Members and PAGA Members in accordance with the terms of the
27 Settlement.

1 Defendant shall pay a total of \$1,000,000.00 to resolve the Action. Defendant will remit the
2 Gross Settlement Amount to the Settlement Administrator no later than fourteen (14) days after the
3 Court enters a Final Approval Order. The Settlement Administrator shall distribute all payments from
4 the Gross Settlement Amount no later than fourteen (14) days after receiving the Gross Settlement
5 Amount.

6 From the Gross Settlement Amount, a PAGA Penalties of \$100,000.00 shall be divided
7 among the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members.
8 The LWDA shall receive 75% of the PAGA Penalties, or \$75,000.00, and the PAGA Members shall
9 receive 25% of the PAGA Penalties, or \$25,000.00, pursuant to the California Private Attorneys
10 General Act of 2004, Labor Code sections 2698, *et. seq.*

11 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
12 of \$10,000.00 shall be paid to Plaintiff Sai Yang Cha for her service to the Class and general release
13 of claims. Sai Yang Cha is hereby confirmed as Class Representative.

14 From the Gross Settlement Amount, Attorneys’ Fees in the amount of \$333,333.33 and
15 Litigation Costs in the amount of \$16,993.99 shall be paid to Class Counsel for their reasonable fees
16 and actual costs incurred in furtherance of the Action. The fees and costs shall be distributed to Class
17 Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the
18 benefit provided to the Class. Moon Law Group, P.C. is hereby confirmed as Class Counsel.

19 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
20 \$14,600.00 shall be paid to the designated Settlement Administrator, Simpluris, Inc.

21 The Notice provided to the Class conforms with the requirements of California Rules of
22 Court rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
23 providing individual notice to all Class Members who could be identified through reasonable effort
24 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
25 The Notice fully satisfies the requirements of Due Process.

26 The Parties are ordered to have notice of this Final Order and Judgment sent to all
27 Participating Class Members and PAGA Members in accordance with California Rules of Court
28 section 3.771(b), along with the Individual Class Payments and Individual PAGA Payments issued

1 via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor Code
2 section 2699(1).

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

7 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
8 to be immediately appealable.

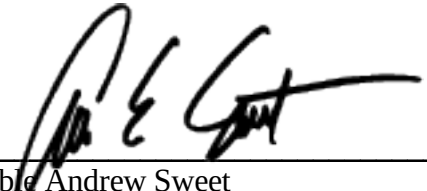
9 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is hereby
10 granted.

11 The Court directs that Judgment shall be entered in accordance with the terms of this Order.

12 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
13 November 15, 2024 at 9:00 in Department ^E~~14~~. Class Counsel is ordered to file a final
14 report and declaration regarding distribution no later than November 8, 2024.

15 **IT IS SO ORDERED.**

16 DATE: 06/14/2024

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18 _____
19 Honorable Andrew Sweet
20 Judge of the Marin County Superior Court
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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

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