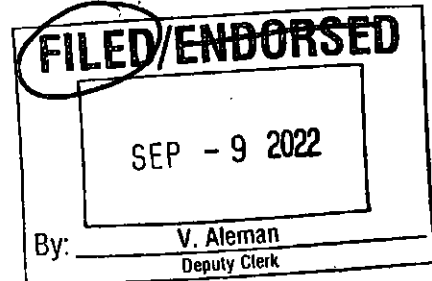


ORIGINAL

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Mark A. Ozzello (SBN 116595)
Mark.Ozzello@capstonelawyers.com
Brandon Brouillette (SBN 273156)
Brandon.Brouillette@capstonelawyers.com
Joseph Hakakian (SBN 323011)
Joseph.Hakakian@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396



Attorneys for Plaintiff Blanca Romero Ramirez

David Winston (SBN 301667)
david@employmentlitigators.com
WINSTON LAW GROUP, P.C.
1880 Century Park E, Suite 511
Los Angeles, California 90067
Telephone: (424) 288-4568
Facsimile: (424) 532-4062

Attorneys for Plaintiff Cristina Contreras

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BLANCA ROMERO RAMIREZ, individually
and CRISTINA CONTRERAS, individually
and on behalf of other members of the general
public similarly situated,

Plaintiffs,

vs.

YIN MANAGEMENT, INC., a California
corporation; LIU-YIN PARTNERS, LP, a
California limited partnership; YIN FAMILY
LIMITED PARTNERSHIP - REAL ESTATE,
L.P., a California limited partnership; YIN-LIN
FAMILY LIMITED PARTNERSHIP, a
California limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 34-2021-00301530-CU-OE-GDS

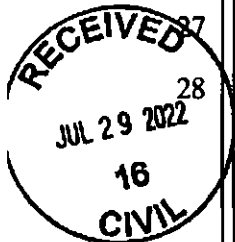
Assigned to the Hon. Lauri A. Damrell

**(PROPOSED) ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: September 9, 2022
Time: 9:00 a.m.
Place: Department 28

Complaint Filed: May 27, 2021

BY FAX



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

2
3
4
5
6
7

8
9
0

1
2
3

4
5

6
7
8
9
20
21

22
23
24
25

26
27
28

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other released
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
24 Defendant or any of the other released parties.

25 10. Final approval shall be with respect to a Settlement Class defined as: All persons
26 employed by Defendant in the State of California in non-exempt positions at any time during the period
27 from January 29, 2017 to March 1, 2022.

28 11. Plaintiffs Blanca Romero Ramirez and Cristina Contreras are suitable Class

1 Representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
2 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
3 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
4 Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$10,000, each, for their service on behalf of the Settlement Class.

7 13. The Court finds that the attorneys at Capstone Law APC and Winston Law Group, P.C.,
8 have the requisite qualifications, experience, and skill to protect and advance the interests of the
9 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
10 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Winston Law
11 Group, P.C. as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$600,000 in attorneys' fees and \$12,768.21 in costs and
17 expenses to Capstone Law APC and Winston Law Group, P.C. The Court finds that the requested award
18 of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the
19 common fund created by the settlement. The award of attorneys' fees and costs will be divided as
20 follows: (i) \$300,000 in attorneys' fees and \$6,608.13 in litigation costs to Capstone Law APC; and (ii)
21 \$300,000 in attorneys' fees and \$6,160.08 in litigation costs to Winston Law Group, P.C.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$26,056.28 to ILYM Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 shall be forever binding on all Participating Class Members. These Participating Class Members have

1 released and forever discharged the Defendant for any and all Released Class Claims during the Class
2 Period: All claims, rights, demands, liabilities, and causes of action, alleged in the operative Complaints
3 in the Actions, or could reasonably have been alleged based on the same set of operative facts as those
4 set forth in the Complaints, during the Class Period, including: (i) all claims for unpaid overtime; (ii) all
5 claims for unpaid minimum wages; (iii) all claims for meal and rest break violations; (iv) all claims for
6 the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the
7 failure to timely pay wages during employment based on the preceding claims; (vi) all claims for the
8 failure to reimburse for necessary business expenses; (vii) all claims for wage statement violations based
9 on the preceding claims; and (viii) all claims asserted through California Business & Professions Code
10 §§ 17200, *et seq.*

11 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
12 the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims,
13 demands, rights, liabilities, penalties, fees, and causes of action under PAGA, including under California
14 Labor Code §§ 558 and/or 2698, *et seq.*, predicated on any Labor Code violations alleged or could have
15 been alleged in the Actions based upon the facts alleged in the Complaints, the March 26, 2021 PAGA
16 Notice submitted on behalf of Plaintiff Blanca Romero Ramirez (LWDA-CM-827092-21), and/or the
17 May 20, 2021 PAGA Notice submitted on behalf of Cristina Contreras (LWDA-CM-832799-21).

18 19. Upon entry of Judgment, compensation to the Participating Class Members and PAGA
19 Members shall be effected pursuant to the terms of the Settlement Agreement. This Court shall retain
20 jurisdiction with respect to all matters related to the administration and consummation of the settlement,
21 and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
22 but not limited to all matters related to the settlement and the determination of all controversies relating
23 thereto.

24 **IT IS SO ORDERED.**

25 Dated: 9/9/22


26 Hon. Lauri A. Damrell
27 Sacramento County Superior Court Judge

28 LAURI A. DAMRELL