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FILED
ALAMEDA COUNTY

APR 24 2024

CLERK OF THE SUPERIOR COURT

By 

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ALAMEDA**

12 JUSTIN WALKER, individually, and on behalf
13 of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 THE SPANISH SPEAKING UNITY COUNCIL
OF ALAMEDA COUNTY, INC., a California
17 corporation; and DOES 1 through 10, inclusive,

18 *Defendants.*

Case No.: RG21106374

[Hon. Noel Wise]

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

23
Date: April 10, 2024
Time: 9:00 a.m. 1:30
Courtroom: Dept. 21
Judge: Hon. Noel Wise

Action Filed: July 21, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on April 19, 2024, upon Plaintiff's Motion for Final Approval of
3 the proposed settlement of this action on the terms set forth in the FIRST AMENDED CLASS ACTION
4 AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement") *see*
5 Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval of Class and
6 Representative Action Settlement ["Leviant Decl."], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
9 Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough
14 investigation and research, and the attorneys for the Parties are able to reasonably evaluate their
15 respective positions. The Court also finds that settlement at this time will avoid additional substantial
16 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
17 action. The Court finds that the risks of further prosecution are substantial.

18 3. The parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered the
20 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
21 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
22 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
23 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
24 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
25 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

28 4. The Class Notice provided to the Settlement Class conforms with the requirements of

1 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
2 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
3 under the circumstances, by providing individual notice to all Class Members who could be identified
4 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
5 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
6 due process.

7 5. The following persons are certified as Class Members solely for the purpose of entering
8 a settlement in this matter:

9 All current and former hourly non-bargaining unit employees who worked for
10 Defendant in California during the Class Period (the "Class Period" is the period from
11 July 21, 2017, through the date of Preliminary Approval (Settlement, ¶ 1.5; 1.12)
12 "Participating Class Member" means a Class Member who does not submit a valid and
13 timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶
14 1.34.)

15 6. All Class Members who worked at any time between July 21, 2020 through the date of
16 final approval of the Parties' settlement agreement by the Court are "Aggrieved Employees" for
17 purposes of distributing the \$11,000.00 as Individual PAGA Payments. Class Members cannot opt out
18 of the release of the PAGA claims and will therefore receive a share of the \$11,000, irrespective of
19 whether they are Participating Class Members.

20 7. Plaintiff JUSTIN WALKER is appointed as the Class Representative. The Court finds
21 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and
22 have no conflicts of interest with absent Class Members, and that they adequately represented the
23 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam
24 Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

25 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
26 Administrator, pursuant to the terms set forth in the Agreement.

27 9. Two Class Members timely requested exclusion from the Class. Those Class Members
28 are Emil B. Margolis and Kathya E. Orozco Medina. All other Class Members are Participating Class
Members and are bound by the Final Approval Order and Judgment in the Action.

10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and

1 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

2 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
3 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
4 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
5 \$7,500.00.

6 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
7 of ~~\$150,000.00~~ ^{\$135,000} to Moon Law Group, PC. However, ten percent of the attorneys fees, ~~\$15,000.00~~ ^{\$13,500}, shall
8 be held by the Administrator in a trust fund until the Court reviews and approves the compliance report.
9 Litigation expenses awarded to Moon Law Group, PC, are approved by the Court in the amount of
10 \$20,000.00.

11 13. The Court approves and orders payment in the amount of \$7,000.00 to Phoenix
12 Settlement Administrators, for performance of its services as the Settlement Administrator, as set forth in
13 the Notice to the Class.

14 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
15 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
16 have been completed.

17 15. The Court sets a compliance hearing to report on the status of all fund distribution
18 requirements under the Settlement for October 14, 2024, ~~2026~~, at 1:30pm, in Dept.
19 21 of the above-entitled Court. A Final Report, including any declaration from the Settlement
20 Administrator regarding compliance, shall be filed with the Court no later than
21 October 4, 2024.

22 16. The Court approves and orders payment in the amount of \$33,000.00 to the Labor and
23 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
24 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$11,000.00 shall be distributed to Class
25 Members as required under the Settlement.

26 17. Once Defendant fully funds the Settlement by paying all amounts due under the
27 Settlement, the Class Representative, and Participating Class Members who have not submitted a valid
28 and timely request for exclusion will release claims as follows:

1 All Participating Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, officers, employees, directors, owners, subsidiaries,
3 DBA's, affiliates, and parent companies release Released Parties from (i) all claims,
4 charges, complaints, liens, demands, causes of action, obligations, damages and
5 liabilities, known or unknown, suspected or unsuspected, that each participating class
6 member had, now has, or may hereafter claim to have, and that were asserted in the
7 Action, or that arise from or could have been asserted based on any of the facts,
8 circumstances, transactions, events, occurrences, acts, disclosures, statements,
9 omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such
10 claims arise under federal, state and/or local law, statute, ordinance, regulation,
11 common law, or other source of law ("the Released Claims"). The Released Claims
12 specifically include, but are not limited to Labor Code §§ 201, 202, 203, 226, 226.7,
13 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage
14 Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on
15 alleged violations of these Labor Code and Wage Order provisions) and all other
16 claims, such as those under the California Labor Code, Wage Orders, regulations,
17 and/or other provisions of law, that could have been pleaded based on the facts asserted
18 in the Action, including: (1) failure to timely pay employees upon separation or
19 discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to
20 reimburse necessary business expenditures, (4) failure to provide meal or rest periods of
21 compensation in lieu thereof, (5) failure to provide accurate itemized wage statement,
22 (6) all related violations of the applicable Wage Orders; (7) all related violations of
23 California's unfair competition law; and (8) interest, fees, and costs ("Released
24 Claims"). The enumeration of these specific statutes shall neither enlarge or narrow the
25 scope of res judicata based on the claims that were asserted in the Action or could have
26 been asserted in the Action based on the facts and circumstances alleged in any
27 Complaint on file in the Action.

15 "Released Parties" means Spanish Speaking Unity Council, Inc. and each of its agents,
16 officers, employees, directors, owners, subsidiaries, DBA's, affiliates, and parents
17 companies.

18 18. Once Defendant fully funds the Settlement by paying all amounts due under the
19 Settlement, Plaintiff and the LWDA, will release PAGA claims as follows:

19 Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff Walker is
20 the designated agent of the California Labor and Workforce Development Agency
21 ("LWDA"), and is proceeding as a private attorney general, by bringing this
22 enforcement action to recover civil penalties pursuant to Labor Code sections 201, 202,
23 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related
24 IWC Wage Orders.

23 The Parties agree, and Plaintiff agrees, that upon the Effective Date, the LWDA shall be
24 deemed to have, and by operation of the Final Approval Order and Judgment shall
25 have, released the Released Parties from any claim for civil penalties arising out of the
26 Released Claims or specifically enumerated in the proceeding paragraph.

25 As consideration for this release, the LWDA shall receive 75% of the PAGA Payment,
26 consistent with the requirements of the Labor Code sections 2698, et seq.

27 PAGA Members shall receive 25% of the PAGA payment consistent with the
28 requirements of the Labor Code sections 2698, et seq.

19. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,

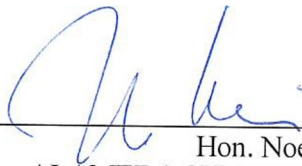
1 pursuant to Labor Code § 2699(1)(3).

2 20. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
3 in the Settlement Agreement.

4 21. The Court retains jurisdiction to consider all further applications arising out of or in
5 connection with the settlement.

6
7 **IT IS SO ORDERED.**

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9 Dated: 4/24/24



Hon. Noel Wise
ALAMEDA SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Sat Sang S. Khalsa
skhalsa@grsm.com
Annette Rose
arose@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery St., Suite 2000
San Francisco, CA 94111

Counsel for Defendant

- [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- [] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- [] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **March 28, 2024**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 04/24/2024 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
PLAINTIFF/PETITIONER: Justin Walker		
DEFENDANT/RESPONDENT: The Spanish Speaking Unity Council of Alameda County, Inc.		
CERTIFICATE OF MAILING		CASE NUMBER: RG21106374

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Kane Moon
Moon & Yang APC
1055 W Seventh Street
Suite #1880
Los Angeles, CA 90017-

Mollie Burks
Gordon Rees Scully Mansukhani LLP
1111 Broadway, Ste 1700
Oakland, CA 94607-

Dated: 04/24/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING