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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MAYRA CORTEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

v.

BARKSDALE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV29193

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: May 25, 2023
Time: 10:30 a.m.
Department: 12

Complaint Filed: August 9, 2021
FAC Filed: December 23, 2022
Trial Date: None Set

This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, on Plaintiff Mayra Cortez’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Littler Mendelson, P.C. appeared on behalf of Defendant Barksdale, Inc. (“Defendant”).

On December 15, 2022, the Court entered the Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement and the Preliminary Approval Order.

2. This Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the Action.

3. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include:

All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the period from August 9, 2017 through May 31, 2022 (“Class” or “Class Members”).

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1 4. The Court Approved Notice of Class Action Settlement and Hearing Date for
2 Final Court Approval (“Class Notice”) that was provided to the Class Members fully and
3 accurately informed the Class Members of all material elements of the Settlement and of their
4 opportunity to participate in the Settlement, object to or comment to the Class Settlement, or to
5 seek exclusion from the Class Settlement; was the best notice practicable under the
6 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
7 with the laws of the State of California, the United States Constitution, due process, and other
8 applicable law. The Class Notice fairly and adequately described the Settlement and provided
9 the Class Members with adequate instructions and a variety of means to obtain additional
10 information.

11 5. Pursuant to California law, the Court hereby grants final approval of the
12 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
13 whole. More specifically, the Court finds that the Settlement was reached following meaningful
14 informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”);
15 that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
16 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
17 reasonable. In so finding, the Court has considered all of the evidence presented, including
18 evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the
19 claims presented; the likely duration of further litigation; the amount offered in the Settlement;
20 the extent of investigation and informal discovery completed; and the experience and views of
21 Class Counsel. The Court has further considered the absence of objections to and requests for
22 exclusion from the Class Settlement submitted by Class Members. Accordingly, the Court
23 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
24 the following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Class Settlement. Accordingly, the Court determines that all Class Members who did not

1 submit a timely and valid Request for Exclusion (“Participating Class Members”) are bound by
2 the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”) and
3 the State of California and all current and former hourly-paid or non-exempt employees who
4 worked for Defendant within the State of California at any time during the period from July 20,
5 2020 through May 31, 2022 (“Aggrieved Employees”) are bound by the PAGA Settlement and
6 this Final Approval Order and Judgment.

7 7. The Court finds that the settlement of the Released PAGA Claims for
8 \$200,000.00, which is designated and allocated as penalties under the California Private
9 Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and
10 hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as follows:
11 the amount of \$150,000.00 to the California Labor and Workforce Development Agency, and the
12 amount of \$50,000.00 to Aggrieved Employees, in accordance with the terms and methodology
13 set forth in the Settlement Agreement.

14 8. The Court finds that payment of Administration Costs in the amount of \$7,000.00
15 is appropriate for the services performed and costs incurred and to be incurred for the notice and
16 settlement administration process. It is hereby ordered that the Settlement Administrator,
17 Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of
18 \$7,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

19 9. The Court finds that the Class Representative Service Payment sought is fair and
20 reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and
21 Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payment in
22 the amount of \$10,000.00 to Plaintiff Mayra Cortez for her Class Representative Service
23 Payment, according to the terms and methodology set forth in the Settlement Agreement.

24 10. The Court finds that the request for attorneys’ fees in the amount of \$420,000.00
25 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
26 award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and
27 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator
28 issue payment in the amount of \$420,000.00 to Class Counsel for attorneys’ fees, in accordance

with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$15,116.82 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$15,116.82 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and all Aggrieved Employees and the State of California shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

13. It is hereby ordered that within fourteen (14) calendar days of the Effective Date, Defendant shall transmit the Gross Settlement Amount (i.e., \$1,200,000.00) and all employer payroll taxes by making a one-time deposit into the account established by the Settlement Administrator for administration of the Settlement, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within fourteen (14) calendar days of receipt of the Gross Settlement Amount, the Settlement Administrator shall distribute Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. Individual Settlement Payment and Individual PAGA Payment checks shall be valid and negotiable for a period of one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with Individual Settlement Payment and/or Individual PAGA Payment checks that have not been cashed or deposited within the 180-day period shall be transmitted to the Legal Aid Foundation of Los Angeles. Prior to transmitting the funds from uncashed checks to Legal Aid Foundation of Los

Angeles, the Parties shall submit a stipulation and proposed order to the Court complying with California Code of Civil Procedure section 384's amended provisions as to *cy pres* beneficiaries.

16. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

17. Notice of entry of this Final Approval Order and Judgment shall be given to the Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: _____

Honorable Carolyn B. Kuhl
Judge of the Superior Court