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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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13 Stephanie McCoy, Brittney Rourke and the Proposed Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF RIVERSIDE**

16 STEPHANIE MCCOY, individually, and
17 on behalf of other members of the general
public similarly situated and on behalf of
18 other aggrieved employees pursuant to the
California Private Attorneys General Act;
19 BRITTNEY ROURKE, individually, and
on behalf of other members of the general
20 public similarly situated;

21 Plaintiffs,

22 vs.

23 VBR DHS MANAGEMENT, LLC, a
California limited liability company; and
24 DOES 1 through 100, inclusive,

25 Defendants.

Case No. CVRI2104222

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: October 27, 2025
Time: 8:30 a.m.
Dept.: 1
Judge: Hon. Craig Riemer

1 This matter has come before the Honorable Craig Riemer in Department 1 of the Riverside
2 County Superior Court, located at 4050 Main Street, Riverside, CA 92501, on Plaintiff Stephanie
3 McCoy ("Plaintiff McCoy") and Plaintiff Brittney Rourke ("Plaintiff Rourke") (collectively
4 "Plaintiffs")' Motion for Final Approval of Class Action and PAGA Settlement ("Motion for
5 Final Approval"). Domb & Rauchwerger LLP and Lawyers for Justice, PC appeared on behalf of
6 Plaintiffs; Clark Hill LLP appeared on behalf of Defendant VBR DHS Management, LLC
7 ("Defendant").

8 On June 13, 2025, the Court signed the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release, (attached as **Exhibit 1** to the Declaration of
12 Devin Rauchwerger in support of the Motion for Final Approval dated October 3, 2025, and
13 previously presented to the Court as a part of the Motion for Preliminary Approval on May 20,
14 2025 ("Settlement" or "Settlement Agreement")), which sets forth the terms and conditions for
15 settlement of the Action.

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

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

19 All terms used herein shall have the same meaning as defined in the Settlement Agreement
20 and the Preliminary Approval Order, except as otherwise specified.

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

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

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1 “all current and former hourly-paid or nonexempt employees of Defendant in
2 California between September 16, 2017 through September 4, 2023.”

3 The Class Period is from September 16, 2017 to September 4, 2023.

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

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

27 A full opportunity has been afforded to the Class Members to participate in the Final
28 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.

1 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
2 Settlement. Accordingly, the Court determines that all Class Members who did not submit a
3 timely and valid Request for Exclusion ("Settlement Class Members") are bound by the Class
4 Settlement and by this order and judgment ("Final Approval Order and Judgment"). The Court
5 also finds that Plaintiffs and the State of California, with respect to all Aggrieved Employees, are
6 bound by the PAGA Settlement and this Final Approval Order and Judgement.

7 The Court finds that the settlement of the Released PAGA Claims for \$80,000.00, which
8 is designated and allocated as penalties under the California Private Attorneys General Act of
9 2004 ("PAGA Allocation"), is fair, reasonable, and appropriate, and hereby approved. The
10 Administrator shall distribute the PAGA Allocation as follows: the amount of \$60,000 will be
11 paid to the Labor and Workforce Development Agency and \$20,000 will be distributed to
12 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
13 Agreement.

14 The Court finds that payment of Settlement Administration Costs in the amount of
15 \$9,250.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Administrator, Phoenix
17 Class Action Administration Solutions, shall issue payment to itself in the amount of \$9,250.00,
18 in accordance with the terms and methodology set forth in the Settlement Agreement.

19 The Court finds that the Enhancement Awards sought are fair and reasonable for the work
20 performed by Plaintiffs on behalf of the Class, the State of California, and Aggrieved Employees.
21 It is hereby ordered that the Administrator issue payments in the amount of \$5,000.00 each to
22 Plaintiffs Stephanie McCoy and Brittney Rourke for their Enhancement Awards according to the
23 terms and methodology set forth in the Settlement Agreement.

24 The Court finds that the request for attorneys' fees in the amount of \$175,000.00 to Class
25 Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
27 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
28 \$175,000.00 to Class Counsel for attorneys' fees (\$140,000 to Lawyers for Justice PC and

1 \$35,000.00 to Domb & Rauchwerger LLP), in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 The Court finds that reimbursement of litigation costs and expenses in the amount of
4 \$12,733.60 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the
5 Administrator issue payment in the amount of \$12,733.60 to Class Counsel (\$12,303.80 to
6 Lawyers for Justice PC and \$429.80 to Domb & Rauchwerger LLP) for reimbursement of
7 litigation costs and expenses, in accordance with the terms and methodology set forth in the
8 Settlement Agreement.

9 The Court hereby enters Judgment by which Settlement Class Members shall be
10 conclusively determined to have given a release of any and all Released Class Claims against the
11 Released Parties. For purposes of this Judgment, "Released Parties" means the Defendant and
12 its officers, directors, employees and agents. Plaintiffs shall be conclusively determined to have
13 given a General Release of Claims as outlined in paragraph 74 of the Settlement Agreement.
14 Plaintiffs and the State of California, with respect to all Aggrieved Employees, shall be
15 conclusively determined to have given a release of any and all Released PAGA Claims against
16 the Released Parties, which for purposes of this Judgment is limited to the Defendant and its
17 officers, directors, employees and agents.

18 It is hereby ordered that pursuant to the terms of the Settlement Agreement, no later than
19 fifteen (15) business days after the Effective Date, Defendant shall deposit into the QSF
20 established by the Settlement Administrator the Total Settlement Amount and the employer's
21 share of payroll taxes.

22 Each Class Member's portion of the Net Settlement Amount shall be distributed as one
23 single check. The Administrator may send Class members a single check combining the
24 Individual Settlement Payment and any applicable Individual PAGA Payment. Any envelope
25 transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS
26 ACTION SETTLEMENT CHECK IS ENCLOSED." Settlement distribution checks shall be
27 negotiable for 180 days from the date of mailing. A reminder postcard will be mailed to all Class
28 Members who have not cashed their check within 60 days after the date of mailing. If (i) any of

1 the Class Members are current employees of the Defendant, (ii) the distribution mailed to those
2 employees is returned to the administrator as being undeliverable, and (iii) the administrator is
3 unable to locate a valid mailing address, the administrator shall arrange with the Defendant to
4 have those distributions delivered to the employees at their place of employment.

5 If any checks remain uncashed or not deposited by the expiration of the 180-day period,
6 the Settlement Administrator will transfer the uncashed checks to the California Controller's
7 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
8 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

9 The Net Settlement Amount shall be allocated to Settlement Class Members who worked
10 during the Class Period, as follows: the Net Settlement Amount will be divided by the Workweeks
11 for all Settlement Class Members to yield the "Final Workweek Value," and multiply each
12 Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or
13 her Individual Settlement Share.. (SA § 56(b).) With respect to Individual PAGA Payments, the
14 PAGA Employee amount, i.e. 25% of the PAGA Amount, will be divided by the Workweeks
15 during the PAGA Period for all Aggrieved Employees to yield the "PAGA Workweeks Value,"
16 and multiply each Aggrieved Employee's individual Workweeks during the PAGA Period by the
17 PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she
18 may be eligible to receive under the PAGA Settlement.t. (SA § 57.)

19 Each Individual Settlement Share will be allocated as follows: twenty percent (20%)
20 wages for which forms W-2 shall be issued, eighty percent (80%) interest, penalties, and non-
21 wage damages for which forms 1099 shall be issued. (SA § 68.)

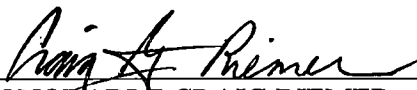
22 After entry of this Final Approval Order and Judgment, pursuant to California Rules of
23 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
24 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
25 resolve any contested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

27 Notice of entry of this Final Approval Order and Judgment shall be given to the Settlement
28 Class Members and Aggrieved Employees by the Administrator posting a copy of this Final Order

1 and Judgment on the Administrator's website at mccoymccoy-v-vbr-dhs-
2 management.phoenixcases.com for a period of at least sixty (60) calendar days after the date of
3 entry of this Final Approval Order and Judgment. Individualized notice is not required.

4 The Court sets a non-appearance Final Review Hearing on August 26, 2026 at 8:30 a.m.
5 in Department 1. The Parties are ordered to file a Final Report regarding the distribution of funds
6 no later than 15 days prior to the Final Review Hearing.

7
8 Dated: October 28, 2025


HONORABLE CRAIG RIEMER
JUDGE OF THE SUPERIOR COURT