

BY FAX

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Attorney for Plaintiff Isabella Caro

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

DEC 09 2022

BY: Monica Freal
 Monica Freal, Deputy

SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

ISABELLA CARO, on behalf of herself and all
 others similarly situated and the general public,

Plaintiff,

v.

EM KMR LLC dba CHICK-FIL-A/ COLONIES
 CROSSROADS FSU (01544); and DOES 1 to
 100,

Defendants.

) Case No. CIVSB 2126991
) Hon. Donald Alvarez
) Dept. S-23

) CLASS ACTION

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFF'S MOTION FOR FINAL**
) **APPROVAL OF CLASS AND PAGA**
) **REPRESENTATIVE ACTION**
) **SETTLEMENT**

) Date: December 2, 2022
) Time: 9:00 a.m.
) Dept.: S-23

) Action filed: September 17, 2021

1 The above-referenced class and PAGA representative action ("Action") having come before
2 the Court on December 2, 2022, for a hearing and Final Order approving Class Action and PAGA
3 Settlement ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary
4 Approval Order"), filed and entered on September 2, 2022, and as set forth in the Stipulation of
5 Class and Representative Action Settlement and Release ("Settlement Agreement") filed on August
6 4, 2022 as Exhibit 1 to Declaration of Janelle Carney in support of preliminary approval. Due and
7 adequate notice having been given to the Class, and the Court having considered the Settlement
8 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
9 received regarding the proposed settlement, and having reviewed the record in this litigation, and
10 good cause appearing.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. For purposes of this Final Order, the Court incorporates by reference all defined terms
13 as set forth in the Settlement Agreement filed on August 4, 2022, and Preliminary Approval of Class
14 Action Settlement, granted on September 2, 2022.

15 2. Consistent with the definitions in the Settlement Agreement, the Classes are defined
16 as:

17 **Settlement Class Members:** all current and former non-exempt hourly individuals who
18 were under the age of 18 at the time of hire by Defendant on or after September 17, 2017 through
19 August 31, 2022, who 1) did not later sign arbitration agreements after turning 18 or 2) did not
20 have a parent or other legal guardian co-sign arbitration agreements.

21 **PAGA Representative Action Members:** all current and former non-exempt hourly
22 employees of Defendant who were under the age of 18 at the time of hire, on or after April 29,
23 2021 through August 31, 2022, who 1) did not later sign arbitration agreements after turning 18 or
24 2) did not have a parent or other legal guardian co-sign arbitration agreements.

25 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
26 to this Action, including all Class Members and PAGA Representative Action Members.

27 4. Distribution of the Notice directed to the Class Members and PAGA Representative
28 Action Members as set forth in the Settlement Agreement and the other matters set forth therein has
been completed in conformity with the Preliminary Approval Order, including individual notice to
all Class Members and PAGA Representative Action Members who could be identified through

1 reasonable effort, and the best notice practicable under the circumstances. The Notice provided due
2 and adequate notice of the proceedings and of the matters set forth therein, including the proposed
3 Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the
4 Notice fully satisfied the requirements of due process. All Class Members, PAGA Representative
5 Action Members, and all Released Claims and Released PAGA Claims are covered by and
6 included within the Settlement and this Final Order.

7 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
8 within the meaning of *California Code of Civil Procedure* section 877.6. The Court further finds
9 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
10 applicable requirements for final approval of this class action settlement under California law,
11 including the provisions of *California Code of Civil Procedure* section 382 and *Federal Rule of*
12 *Civil Procedure* 23, approved for use by the California state courts in *Vasquez v. Superior Court*
(1971) 4 Cal.3d 800, 821.

13 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,
14 and finds that the Settlement, including the Gross Settlement Fund, which is One Hundred Five
15 Thousand Dollars (\$105,000.00) is, in all respects, fair, adequate and reasonable, and directs the
16 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
17 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
18 further finds that the Parties have conducted extensive investigation and research, and counsel for
19 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
20 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
21 that would be presented by the further prosecution of the Action. The Court has reviewed the
22 benefits that are being granted as part of the Settlement and recognizes the significant value to the
23 Class Members. The Court also finds that the Class is properly certified as a class for settlement
24 purposes only.

25 7. Class Release. Upon the Final Approval by the Court of this Settlement Agreement
26 and payment of amounts set forth herein, and except as to such rights or claims as may be created
27 by this Settlement Agreement, each and every Participating Class Member, on behalf of themselves
28 and their heirs and assigns, hereby releases Defendant Defendant, EM KMR LLC dba Chick-Fil-
A/Colonies Crossroads FSU (01544), its present, former, or future parent and/or subsidiary

1 corporations, and each of the foregoing's present, former, or future owners, members, officers,
2 directors, shareholders, partners, employees, insurers, successors, predecessors, contractors,
3 assigns, and managing agents and any and all agents, legal representatives, and/or attorneys of all
4 of the foregoing entities or individuals (collectively the "Released Parties") from the following
5 rights or claims (the "Released Class Claims"):

6 a. Any and all claims, known or unknown, that: were asserted in any and/or all of the
7 complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently
8 amended complaints or letters); and/or any and all claims, known or unknown, that could have
9 been asserted based on any or all the factual allegations in all of the complaints in the Action and/or
10 any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters).
11 This includes but is not limited to claims for or related to: minimum wages, overtime; pay for all
12 hours worked/compensation due for services; off-the-clock work; meal periods; rest periods; meal
13 and/or rest period premiums, including the calculation of the meal and/or rest period premium pay;
14 wage statements; timeliness of wages; payment of wages at termination; maintain accurate and
15 complete records; indemnification of expenditures; unfair competition related to any or all of the
16 foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution
17 related to any or all of the foregoing; and any penalties, including statutory or civil penalties,
18 related to any or all of the foregoing. This release includes any and all claims pursuant to:
19 California Labor Code sections 201, 201.1, 201.5, 202, 203, 204, 205.5, 210, 218, 218.5, 218.6,
20 219, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802; the
21 California Business & Professions Code § 17200; California Code of Regulations Title 8, § 11070;
22 and the California Industrial Welfare Commission Wage Orders 5-2001. The release shall run
23 through August 31, 2022.

24 8. PAGA Release by PAGA Representative Action Members: Upon the Final
25 Approval by the Court of this Settlement Agreement and payment of amounts set forth herein,
26 and except as to such rights or claims as may be created by this Settlement Agreement, each and
27 every PAGA Representative Action Member, on behalf of themselves and their heirs and assigns,
28 and irrespective of whether the PAGA Representative Action Member opted out of the class
action portion of the Settlement, hereby releases the Released Parties from the following rights or

1 claims (the "Released PAGA Claims"):

2 a. Any and all claims known or unknown, for civil penalties under California
3 Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints
4 in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended
5 complaints or letters); and/or any and all claims, known or unknown, that could have been
6 asserted based on any or all the factual allegations in any and/or all of the complaints in the
7 Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended
8 complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties
9 premised on: California Labor Code sections 201, 201.1, 201.5, 202, 203, 204, 205.5, 210, 218,
10 218.5, 218.6, 219, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
11 1198, and 2802; failure to pay minimum wages and overtime; failure to pay for all hours
12 worked/compensation due for services; off-the-clock work; failure to provide meal periods;
13 failure to authorize and permit rest periods; failure to pay meal or rest period premiums,
14 including the calculation of the meal and/or rest period premium pay; failure to provide accurate
15 itemized wage statements; failure to timely pay wages at termination; failure to maintain accurate
16 and complete records; and indemnification of expenditures. The release shall run through August
17 31, 2022.

18 9. General Release by Plaintiff Only. As of the Effective Date, and with the
19 exceptions set forth herein, Plaintiff shall release the Released Class Claims and Released PAGA
20 Claims against the Released Parties, and Plaintiff makes the additional following General Release
21 in favor of the Released Parties:

22 a. In exchange for the consideration provided in this Agreement, including
23 the Class Representative Enhancement, upon the occurrence of the Effective Date, Plaintiff and
24 his heirs, executors, representatives, administrators, agents, and assigns irrevocably and
25 unconditionally waive and forever release the Released Parties from any and all claims, demands,
26 actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and
27 expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that
28 Plaintiff may have or have ever had against the Released Parties, or any of them by reason of any

1 actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from
2 the beginning of time up to and including the Effective Date.

3 b. Plaintiff acknowledges that he has had the opportunity to review, and has
4 reviewed, California Civil Code section 1542, which provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
7 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
8 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
9 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
10 THE DEBTOR OR RELEASED PARTY.

11 Plaintiff acknowledges that she may later discover claims or facts in addition to or
12 different from those which he now knows or believes to exist about the subject matter of
13 the Settlement Agreement, and which, if known or suspected at the time of executing the
14 Agreement, may have materially affected its terms. Nevertheless, Plaintiff, being fully
15 informed of Section 1542 of the California Civil Code, and understanding its provisions,
16 agrees to waive any rights under Section 1542, and acknowledges that this Settlement
17 Agreement and the general release contained in this Paragraph extends to all claims that
18 she has or may have against the Released Parties, including those which are presently
19 unknown to her.

20 10. The Court hereby enters the concurrently filed Judgment in the entire Action as of
21 the filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement.
22 Without affecting the finality of this Final Order in any way, the Court hereby retains continuing
23 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all
24 orders entered in connection therewith pursuant to *California Code of Civil Procedure* section
25 664.6.

26 11. The Court finds the settlement payments provided for under the Settlement to be fair
27 and reasonable in light of all of the circumstances. The Court orders the calculations and the
28 payments to be made and administered in accordance with the terms of the Settlement Agreement.

12. The Court hereby confirms Janelle Carney of Janelle Carney - Attorney at Law,
APC, as Class Counsel in the Action.

1 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel Fees in the amount of Thirty-
3 Five Thousand Dollars (\$35,000.00), and Class Counsel Expenses up to Fifteen Thousand Dollars
4 (\$15,000.00) from the Gross Settlement Fund as final payment for and complete satisfaction of
5 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
6 person or entity related to the Action. The Court further orders that the award of attorneys' fees and
7 costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement
8 Agreement, and transferred and/or made payable to Class Counsel in the Action.

9 14. The Court also hereby approves and orders a Class Representatives Enhancement
10 Award in the amount of Ten Thousand Dollars (\$10,000.00), to Isabella Caro.

11 15. The Court also hereby approves and orders payment from the Gross Settlement
12 Fund for actual settlement administration expenses incurred by the Settlement Administrator, ILYM
13 Group, Inc. in the amount of \$7,200.00.

14 16. The Court also hereby approves and orders that all amounts from uncashed
15 Settlement Award checks after the expiration date (180 days after mailing) will be distributed to the
16 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
17 Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members who did not
18 cash their checks until such time they claim their property. The parties agree that this disposition
19 results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net
20 Settlement Proceeds will be paid out to Class Members and PAGA Representative Action
21 Members, whether or not they all cash their settlement checks

22 17. The Court also hereby finds and orders that the Settlement Agreement is and
23 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
24 Defendants and the Released Parties.

25 18. The Settlement becomes effective under the terms of the Settlement Agreement with
26 the signing of this order. Defendants will transfer the Gross Settlement Amount by bank wire to a
27 Qualified Settlement Fund established by the Settlement Administrator within thirty (30) calendar
28 days of the Settlement Effective Date. The Settlement Administrator will maintain the funds in an
account that enables the funds to accrue interest. Within thirty (30) calendar days from receipt of

1 the funds; the Settlement Administrator shall then disburse the funds as approved per the
2 Settlement Agreement and the court.

3 19. The Court also hereby finds that there were no objections to the Settlement raised
4 by any person on the record at the hearing on the Final Approval.

5
6 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

7
8 Dated: 12/9/22

9 
HON. DONALD ALVAREZ

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On December 2, 2022, I served the foregoing document described as:

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

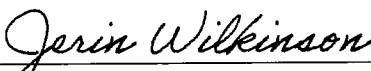
on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

Lonnie D. Giamela (SBN 228435)
E-Mail: lgiamela@fisherphillips.com
Amy J. Choe (SBN 299870)
E-Mail: achoe@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com.

Executed on December 2, 2022 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jerin Wilkinson