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

DOMINIQUE DAVIS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

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

Defendants.

Lead Case No.: 21STCV04439
Consolidated Case No.: 21STCV33269

Honorable William F. Highberger
Department SSC10

CLASS ACTION

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

Date: August 30, 2023
Time: 11:00 a.m.
Department: SSC10

Complaint Filed: February 4, 2021
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC-10
2 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Dominique Davis’s (“Plaintiff”) Motion for Final Approval of Class Action And PAGA
4 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, And
5 Enhancement Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on
6 behalf of Plaintiff individually and on behalf of all others similarly situated and other aggrieved
7 employees and FSG Lawyers PC appears as counsel for Defendant Barker Management, Inc.
8 (“Defendant”).

9 On April 13, 2023, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action and the consolidated action Case No. 21STCV33269 (together, the
12 “Actions”) in accordance with the Joint Stipulation of Class Action and PAGA Settlement and
13 Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
14 “Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits
15 annexed thereto, set forth the terms and conditions for settlement of the Actions.

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

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

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

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1 All current and former hourly-paid or non-exempt employees who worked for
2 Defendant within the State of California at any time during the period from
February 4, 2017 through March 15, 2022. (“Class” or “Class Members”).

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

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

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
28 timely and validly opt out of the Class Settlement (“Settlement Class Members”) are bound by the

1 Class Settlement and this order and judgment (“Final Approval Order and Judgment”), and the
2 State of California and all current and former hourly-paid or non-exempt employees who worked
3 for Defendant within the State of California at any time during the period from July 6, 2020 through
4 March 15, 2022 (“PAGA Employees”) are bound by the PAGA Settlement and this Final Approval
5 Order and Judgment.

6 7. The Court finds that six (6) Class Members have timely and validly opted out of
7 the Class Settlement and will not be bound by this Final Approval Order and Judgment as it relates
8 to the Class Settlement and Released Class Claims.

9 8. The Court finds that payment of Settlement Administration Costs in the amount of
10 \$11,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
11 notice and settlement administration process. It is hereby ordered that the Settlement
12 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
13 amount of \$11,000.00, in accordance with the terms and methodology set forth in Settlement
14 Agreement.

15 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
16 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
17 Administrator issue payment in the amount of \$12,500.00 to Plaintiff Dominique Davis for her
18 Enhancement Payment, according to the terms and methodology set forth in the Settlement
19 Agreement.

20 10. The Court finds that the allocation of \$500,000.00 toward penalties under the
21 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
22 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
23 Amount as follows: the amount of \$375,000.00 to the California Labor and Workforce
24 Development Agency, and the amount of \$125,000.00 to PAGA Employees on a *pro rata* basis,
25 according to the terms and methodology set forth in the Settlement Agreement.

26 11. The Court finds that the request for attorneys’ fees in the amount of \$969,573.57 to
27 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
28 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and

1 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
2 amount of \$969,573.57 to Class Counsel for attorneys' fees, in accordance with the terms and
3 methodology set forth in the Settlement Agreement.

4 12. The Court finds that reimbursement of litigation costs and expenses in the amount
5 of \$20,240.47 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
6 Settlement Administrator issue payment in the amount of \$20,240.47 to Class Counsel for
7 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
8 forth in the Settlement Agreement.

9 13. 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, and all PAGA Employees shall be conclusively determined to have given a
12 release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class
13 Notice.

14 14. It is hereby ordered that Defendant shall deposit fifty percent of the Total
15 Settlement Amount, plus an amount sufficient to pay Employer Taxes (together, "First
16 Installment") into an account established by the Settlement Administrator within thirty (30)
17 calendar days after the entry of this Final Approval Order and Judgment, in accordance with the
18 terms and methodology set forth in the Settlement Agreement.

19 15. It is hereby ordered that Defendant shall deposit the remaining fifty percent of the
20 Total Settlement Amount ("Second Installment") into an account established by the Settlement
21 Administrator within eight (8) months after the funding the First Installment, in accordance with
22 the terms and methodology set forth in the Settlement Agreement.

23 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
24 Settlement Payments to the Settlement Class Members within seven (7) calendar days after
25 Defendant funds the First Installment, according to the methodology and terms set forth in the
26 Settlement Agreement.

27 17. It is hereby ordered that the Settlement Administrator shall distribute Individual
28 PAGA Payments to PAGA Employees within seven (7) calendar days after Defendant funds the

1 Second Installment, according to the methodology and terms set forth in the Settlement
2 Agreement.

3 18. Each check issued to a Class Member and/or PAGA Employee for his or her
4 Individual Class Payment and/or Individual PAGA Payment shall be valid for a period of one
5 hundred and eighty (180) calendar days from the date of issuance of the check, and after this time
6 period, the check(s) shall be cancelled. The funds associated with checks issued to Settlement
7 Class Members and PAGA Employees that have not been cashed or deposited within the 180-day
8 period shall be transmitted to the State Controller's Office Unclaimed Property Division in the
9 names of the Settlement Class Members and/or PAGA Employees whose checks are cancelled.

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

15 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
16 Class Members and PAGA Employees by posting a copy of the Final Approval Order and
17 Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the
18 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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20
21 Dated: _____

HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT