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San Diego Superior Court

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

PATRICK CLEGG, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

POULIN VENTURES, LLC a California
Corporation; BRANDON POULIN, an
Individual, and DOES 1 through 50, Inclusive;

Defendants.

Case No. 37-2021- 00033824-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS' FEE
AWARD, COSTS AND CLASS
REPRESENTATIVE SERVICE AWARD**

Date: January 20, 2023

Time: 8:30 a.m.

Judge: Hon. Keri Katz

Dept.: 74

Plaintiff's motion for an order finally approving the Settlement Agreement and General Release of All Claims ("Agreement") and motion for an award of attorneys' fees, costs, and representative service award duly came on for hearing on January 20, 2023, before the above-entitled Court. Barvie Law, APC, Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff PATRICK CLEGG ("Plaintiff"). Talia L. Delanoy, Esq. and Annette Rose, Esq. of Gordon Rees Scully Mansukhani appearing for Defendants POULIN VENTURES, LLC and BRANDON POULIN (hereinafter "Defendants").

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

- 1 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 2 2. This Court has jurisdiction over the subject matter of this litigation pending in the
- 3 California Superior Court for the County of San Diego (“Court”), Case No. 37-2021-00033824-CU-
- 4 OE-CTL, entitled *Clegg v. Poulin Ventures, LLC. et al*, and over all Parties to this litigation,
- 5 including the Class.

6 **Preliminary Approval of the Settlement**

- 7 3. On October 28, 2022, the Court granted preliminary approval of a class-wide
- 8 settlement. At this same time the court approved certification of a provisional settlement class for
- 9 settlement purposes only. The Court confirms this Order and finally approves the settlement and
- 10 the certification of the Class.

11 **Notice to the Class**

- 12 4. The Notice Packet was mailed by first class U.S. First Class Mail to the Class
- 13 Members at their last known addresses on October 4, 2022. Mailing of the Notice Packet to their
- 14 last known addresses was the best notice practicable under the circumstances and was reasonably
- 15 calculated to communicate actual notice of the litigation and the proposed settlement to the members
- 16 of the Class Members. The Court finds that the Notice Packet provided fully satisfies the
- 17 requirements of California Rules of Court, Rule 3.769.

- 18 5. The Response Deadline for opting out or objecting was November 18, 2022. There
- 19 was an adequate interval between notice and deadline to permit Class Members to choose what to
- 20 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

21 **Fairness Of The Settlement**

- 22 6. The Agreement provides for a Gross Settlement Amount of \$125,000.00. The
- 23 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
- 24 1794, 1801.)

- 25 a. The settlement was reached through arms-length bargaining between the
- 26 parties. There is no evidence of any collusion between the parties in reaching the proposed
- 27 settlement.

28

1 b. The Parties' investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for all parties are experienced in similar employment class action
4 litigation and have previously settled similar class claims on behalf of employees claiming
5 compensation. All counsel recommended approval of the Settlement.

6 d. No objections were received. No requests for exclusion were received.

7 e. The participation rate is high. All but seventeen (17) Class Members will be
8 participating in the Settlement and will be sent settlement payments.

9 7. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
11 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
12 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
13 ensue from continued prosecution of the Action.

14 8. The Agreement is finally approved as fair, adequate, and reasonable and in the best
15 interests of the Settlement Class Members.

16 **Attorneys' Fees and Litigation Expenses**

17 9. The Agreement provides for a Class Counsel Award in the amount of up to Sixty
18 One Thousand Two Hundred and Fifty Dollars (\$61,250.00). Subject to Court approval, the Class
19 Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount,
20 Forty One Thousand Two Hundred and Fifty Dollars (\$41,250.00) and reimbursement of costs and
21 expenses in the amount of up to Twenty Thousand Dollars (\$20,000.00).

22 10. A Class Counsel Award of Sixty One Thousand and Six Hundred and Sixty One
23 Thousand Two Hundred and Fifty Dollars (\$61,250.00) comprised of attorneys' fees in the amount
24 of Forty One Thousand Two Hundred and Fifty Dollars (\$41,250.00) and reimbursement of costs
25 and expenses in the amount of up to Twenty Thousand Dollars (\$20,000.00) is reasonable in light
26 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
27 achieved by Class Counsel. The requested attorneys' fee award represents one-third (1/3) of the
28

1 common fund, which is reasonable and at the low end of the range for fee awards in common fund
2 cases and is supported by Class Counsel's lodestar.

3 **Class Representative Service Award**

4 11. The Agreement provides for a Class Representative Service Award of up to \$10,000
5 for Plaintiff, Patrick Clegg, subject to the Court's approval. The Court finds that the amounts of
6 \$10,000 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
7 litigation.

8 **Settlement Administration Costs**

9 12. The Agreement provides for Settlement Administration Costs to be paid in an amount
10 not to exceed \$8,000.00. The Declaration of the Settlement Administrator provides that the actual
11 claims administration expenses were \$8,300.00. The amount of this payment is reasonable in light
12 of the work performed by the Settlement Administrator.

13 **II.**

14 **ORDERS**

15 Based on the foregoing findings, and good cause appearing, **IT IS HEREBY ORDERED:**

16 1. The Class is certified for the purposes of settlement only. The Settlement
17 Class is hereby defined to include:

18 2. All non-exempt employees who are or previously were employed by
19 Defendant in California during the Class Period. The Class Period is the period between August 6,
20 2017 to June 17, 2022.

21 3. Every person in the Class who did not opt out is a Settlement Class Member.

22 4. The Agreement is hereby approved as fair, reasonable, adequate, and in the
23 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
24 this Order and the terms of the Agreement.

25 5. Class Counsel are awarded a Class Counsel Award in the amount of
26 \$61,250.00 comprised of attorneys' fees in the amount of \$41,250.00 and litigation expenses up to
27 \$20,000.00. Class Counsel shall not seek or obtain any other compensation or reimbursement from
28 Defendant, Plaintiff, or members of the Class.

1 6. The payment of the Class Representative Service Award to the Plaintiff in
2 the amount of \$10,000 is approved.

3 7. The payment of \$8,300.00 to the Settlement Administrator for Settlement
4 Administration Costs is approved.

5 8. The PAGA Settlement of \$10,000 is hereby approved as fair, reasonable,
6 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
8 fraud or collusion.

9 9. ~~Final Judgment is hereby entered in this action.~~ The Final Judgment shall
10 bind each Settlement Class Member.

11 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
12 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
13 ("PAGA")

14 11. The term "Aggrieved Employees" is hereby defined as all non-exempt
15 employees who are or previously were employed by Poulin Ventures, LLC dba LadyBoss and
16 performed work in California during the period of July 14, 2020 to June 17, 2022. The PAGA
17 Period means the period of July 14, 2020, through and including June 17, 2022.

18 12. In addition to the release given by each Settlement Class Member, Plaintiff
19 also generally releases Defendant from any and all of the Released Class Claims as defined in the
20 Agreement.

21 13. The Agreement is not an admission by Defendant, nor is this Final Approval
22 Order ~~and Judgment~~ a finding, of the validity of any claims in the Action or of any wrongdoing by
23 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
24 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
25 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
26 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
27 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
28 to the denials or defenses by Defendant and shall not be offered in evidence in any action or

1 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
2 as an admission whatsoever other than to enforce the provisions of this Final Approval Order ~~and~~
3 ~~Judgment~~, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
4 any of the Parties may file in the Action or in any other proceeding this Final Approval Order ~~and~~
5 ~~Judgment~~, the Agreement, or any other papers and records on file in the Action as evidence of the
6 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
7 or issue preclusion or similar defense as to the claims being released by the Settlement.

8 14. Notice of entry of this Final Approval Order ~~and Judgment~~ shall be given to
9 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
10 of entry of this Final Approval Order ~~and Judgment~~ to individual Class Members and the Final
11 Approval Order ~~and Judgment~~ shall be posted on Settlement Administrator's website as indicated
12 in the Notice Packet.

13 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
14 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
15 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
16 connection with the distribution of settlement benefits.

17 16. If the Settlement does not become final and effective in accordance with the
18 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
19 Defendant consistent with the terms of the Settlement, then this Final Approval Order ~~and Judgment~~,
20 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

21
22 **IT IS SO ORDERED.**

23 DATED: JAN 20 2023, 2023



Hon. Keri Katz
JUDGE OF THE SUPERIOR COURT