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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Lead Case No.: RG21106102
[Consolidated Case No.: RG21113182]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: November 4, 2025
Time: 2:30 p.m.
Reservation ID: A-21106102-001

Judge: Hon. Somnath R. Chatterjee
Dept.: 21

1 Plaintiffs’ motion for an order finally approving the Class and PAG Action Settlement,
2 including Amendment No. 1 to Class and PAGA Action Settlement and Release and Claims and
3 Amendment No. 2 to Class and PAGA Action Settlement and Release of Claims (collectively, the
4 “Agreement”) and Motion for Attorneys’ Fees, Attorneys’ Expenses and Service Award duly came
5 on for hearing on November 4, 2025, before the above-entitled Court. Zakay Law Group, APLC,
6 JCL Law Firm, APC, and Lawyers for Justice, P.C., appeared on behalf of Plaintiffs Teishetta
7 Hollis, Lakesha McGee, and Yasmin Rico (“Plaintiffs”), Wilson Elser Moskowitz Edelman &
8 Dicker LLP appeared on behalf of Defendants Dungarvin, Inc. and Dungarvin California, LLC
9 (hereinafter “Defendants”).

10 **I.**

11 **FINDINGS**

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

14 1. All capitalized terms used herein shall have the same meaning as defined in
15 the Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation pending
17 in the California Superior Court for the County of Alameda (“Court”), Case No. RG21106102,
18 entitled *Teishetta Hollis, et al. v. Dungarvin, Inc., et al.* and over all Parties to this litigation,
19 including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On June 9, 2025, the Court granted preliminary approval of a class-wide
22 settlement. At this same time the court approved certification of a provisional settlement class for
23 settlement purposes only. The Court confirms this Order and finally approves the settlement and
24 the certification of the Class.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Class Notice was
27 mailed by first class mail to the Class Members at their last known addresses on June 10, 2025.
28 Mailing of the Class Notice to their last known addresses was the best notice practicable under the

1 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
2 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
3 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

4 5. The Response Deadline for opting out or objecting was July 25, 2025, and
5 again on July 25, 2025. There was an adequate interval between notice and deadline to permit Class
6 Members to choose what to do and act on their decision. No Class Members objected. One Class
7 Member, Julia Scott Day, requested exclusion.

8 **Fairness Of The Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$450,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

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

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

20 d. No objections were received. One request for exclusion was received.

21 e. The participation rate is high. 99.8% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

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

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

3 **Class Counsel Award**

4 9. The Agreement provides for a payment for Attorneys' Fees and Costs in the
5 amount of up to One Hundred Ninety-Seven Thousand Five Hundred Dollars and Zero Cents
6 (\$197,500.00). Subject to Court approval, Class Counsel has requested the reduced amount of
7 \$185,873.63, equal to one third of the Gross Settlement Amount for Attorneys' Fees, or
8 \$150,000.00, and reimbursement of litigation expenses in the amount of Thirty Five Thousand Eight
9 Hundred Seventy Three Dollars and Sixty Three Cents (\$35,873.63).

10 10. A Class Counsel Award payment of One Hundred Eighty Five Thousand
11 Eight Hundred Seventy Three Dollars and Sixty Three Cents (\$185,873.63) comprised of attorneys'
12 fees in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and
13 reimbursement of litigation expenses in the amount of Thirty Five Thousand Eight Hundred
14 Seventy Three Dollars and Sixty Three Cents (\$35,873.63) is reasonable in light of the contingent
15 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
16 Counsel. The requested attorneys' fee award represents one third of the common fund, which is
17 reasonable, and is supported by Class Counsel's lodestar.

18 **Service Award**

19 11. The Agreement provides for a Service Award of up to Ten Thousand Dollars
20 and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval. The Court finds that
21 the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in
22 light of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

23 **Settlement Administration Costs**

24 12. The Agreement provides for Settlement Administration Costs to be paid in
25 an amount not to exceed \$10,000.00. The Declaration of the Administrator provides that the actual
26 claims Settlement Administration Costs were \$9,790.00. The amount of this payment is reasonable
27 in light of the work performed by the Settlement Administrator.

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1 c. The “Released Class Claims” are defined as any and all causes of
2 action, claims, rights, damages, and penalties under California law that were alleged in the Operative
3 Complaint in the Action or that could have been alleged based on the facts alleged, including but
4 not limited to: (a) any alleged failure by Defendants (1) to pay minimum wage; (2) to pay overtime
5 wages, (3) to pay expenses reimbursements, (4) to provide meal periods or pay meal period premium
6 wages, (5) to authorize and permit rest periods or pay rest period premium wages, (6) to issue
7 compliant wage statements, or (7) to timely pay wages at the end of employment; (b) any right or
8 claim for unfair business practices in violation of California Business & Professions Code sections
9 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(5) above; and (c) any
10 violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through
11 (a)(5) above, including, without limitation, violation of California Labor Code sections 201–204,
12 210, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or any
13 other applicable state statute, rule and/or regulation (Wage Order) during the Class Period
14 (“California Released Claims”). The California Released Claims expressly excludes claims brought
15 under PAGA. With respect to all Class Members with the exception of Plaintiffs, the release
16 expressly excludes all other claims, including claims for vested benefits, wrongful termination,
17 unemployment insurance, disability, social security, workers’ compensation, and class claims
18 outside of the Class Period.

19 d. The “Released PAGA Claims” are defined as any and all claims for
20 civil penalties under PAGA based on the allegations in the PAGA Notice that arose during the
21 PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 226,
22 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and the applicable IWC
23 Wage Order as well as all facts, theories, or claims for civil penalties that would be considered
24 administratively exhausted under applicable law by the PAGA Notice submitted in the Action. It
25 expressly excludes all other claims, including claims for vested benefits, wrongful termination,
26 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
27 outside of the PAGA Period.

1 5. Class Counsel are awarded attorneys' fees in the amount of One Hundred
2 Fifty Thousand Dollars and Zero Cents (\$150,000.00) and reimbursement of litigation expenses in
3 the amount of Thirty Five Thousand Eight Hundred Seventy Three Dollars and Sixty Three Cents
4 (\$35,873.63). Class Counsel shall not seek or obtain any other compensation or reimbursement from
5 Defendants, Plaintiffs, or members of the Class.

6 6. The payment of the Service Award in the amount of \$10,000.00 to each
7 Plaintiff is approved.

8 7. The payment of \$9,790.00 to the Settlement Administrator for Claims
9 Administration Expenses is approved.

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

12 9. The Agreement is not an admission by Defendants, nor is this Final Approval
13 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
14 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
15 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
16 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
17 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
18 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
19 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
20 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
21 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
22 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
23 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
24 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
25 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
26 or issue preclusion or similar defense as to the claims being released by the Settlement.

27 10. Notice of entry of this Final Approval Order and Judgment shall be given to
28 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice

1 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
2 Approval Order and Judgment shall be posted on the Settlement Administrator's website as
3 indicated in the Class Notice.

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

8 12. If the Settlement does not become final and effective in accordance with the
9 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
10 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
11 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
12 be vacated.

13 13. The court ORDERS that at the time of the final accounting that counsel for
14 Plaintiffs transmit a copy of this order and the final judgment and the final accounting to the Judicial
15 Council. (CCP 384.5; Govt Code 68520.)

16 14. The Court ORDERS that 10% of any fee award to be kept in the Settlement
17 Administrator's trust fund until the completion of the distribution process and Court approval of a
18 final accounting.

19 **IT IS SO ORDERED.**

20 DATED: _____, 2025

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23 _____
24 Hon. Somnath R. Chatterjee
25 JUDGE OF THE SUPERIOR COURT
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