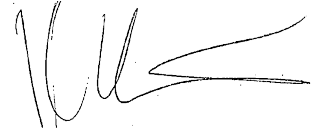


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Superior Court of California
County of Santa Cruz
September 26, 2024
Clerk of the Court by Deputy,
Broughton, Karen



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

DONTAY HENDERSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FRONT ST., INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 21CV02059

CLASS AND REPRESENTATIVE ACTION

[Honorable Timothy Schmal,
Department 10]

**ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities,
Declarations of Kane Moon, Plaintiff, and
Madely Nava, and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: September 25, 2024

Time: 8:30 a.m.

Dept.: 10

Complaint Filed: August 20, 2021

Trial Date: Not Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On February 29, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Dontay Henderson ("Plaintiff") and Defendant Front
8 St., Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Joint
9 Stipulation of Class and PAGA Action Settlement (the "Settlement"). The Settlement was attached
10 as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary
11 Approval of Class and PAGA Action Settlement that was filed on January 26, 2024.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class and PAGA Action
13 Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Expenses
14 Payment, the Class Representative Service Payment, Administration Expenses Payment, and PAGA
15 Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate
16 as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final
17 Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 10 of this Court, the
26 Honorable Timothy Schmal presiding, on September 25, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
8 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following Class (the “Settlement
11 Class”): All non-exempt employees of Defendant who worked in California in the period from
12 August 20, 2017 through October 3, 2023 (“Class Period”). Excluded from the Settlement Class are
13 any Class Members who opted out of the Settlement by sending the Administrator a valid and timely
14 Request for Exclusion.

15 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
16 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
17 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
18 from the Settlement do not apply to the Released PAGA Claims.

19 6. The deadline for the majority of Class Members to submit a Request for Exclusion or
20 to submit written objections to the Settlement was June 4, 2024. For the remaining Class Members,
21 the deadline to submit a Request for Exclusion or to submit written objections to the Settlement was
22 August 28, 2024.

23 7. No Request for Exclusions were received. Accordingly, no individuals are excluded
24 from the Settlement Class and 493 Class Members remain in the Settlement Class.

25 8. All Class Members had an opportunity to object to the Settlement. No written
26 objections were received.

27 9. The Notice of Class and PAGA Action Settlement (the “Class Notice”), which was
28 attached to the Settlement as **Exhibit A** and provided to the Class pursuant to the plan for distribution

described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

10. A full opportunity has been afforded to Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely Request for Exclusion (“Participating Class Members”) are bound by this Final Approval Order and the concurrently filed Judgment.

11. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows (Settlement, ¶ 6).

a. **Released Parties.** “Released Parties” means Defendant and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns. (Settlement, ¶ 1.42.).

b. **Participating Class Members’ Release:** All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged in the Operative Complaint, including unpaid wages, overtime, missed meal and rest periods, waiting time penalties, and payroll stub violations through the date the Court preliminarily approves of the Settlement. (Settlement, ¶ 6.1.).

1) Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the

1 Fair Employment and Housing Act, unemployment insurance, disability,
2 social security, workers' compensation, or claims based on facts occurring
3 outside the Class Period. (Settlement, ¶ 6.1.1).

4 c. **Aggrieved Employees' Release:** All Aggrieved Employees, on behalf of
5 themselves, the LWDA, and their respective former and present representatives, agents,
6 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
7 all claims for civil penalties under PAGA alleged in the Operative Complaint, including
8 PAGA penalties through the date the Court preliminarily approves of the Settlement.
9 (Settlement, ¶ 6.2.).

10 12. The Parties shall bear their own respective attorneys' fees and costs, except as
11 otherwise provided for in the Settlement and approved by the Court.

12 13. The Court finds that the Gross Settlement Amount (**\$810,000.00**), the Net Settlement
13 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
14 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
15 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
16 shares in accordance with the terms of the Settlement.

17 14. On or before October 3, 2024, Defendant shall fund ½ of the Gross Settlement
18 Amount by transmitting the funds to the Administrator; and on or before April 3, 2025, Defendant
19 shall fund the remaining ½ of the Gross Settlement Amount and the amounts necessary to fully pay
20 its share of payroll taxes by transmitting the funds to the Administrator.

21 15. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the
22 Administrator shall disburse, in the amounts approved by the Court as provided below, the following
23 payments: (1) Individual Class Payments; (2) Individual PAGA Payments; (3) the LWDA PAGA
24 Payment; (4) the Class Counsel Fees Payment; (5) the Class Counsel Expenses Payment; (6) the
25 Class Representative Service Payment, and (7) the Administration Expenses Payment.

26 16. A total amount of \$60,000.00 shall be allocated as the "PAGA Penalties," payable
27 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
28 follows: 75% (**\$45,000.00**) to the California Labor and Workforce Development Agency (the

1 “LWDA”) and 25% (**\$15,000.00**) to Aggrieved Employees. The LWDA and Aggrieved Employees’
2 claims for the Released PAGA Claims are hereby extinguished.

3 17. The Court confirms the appointment of Plaintiff as the Class Representative, for
4 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
5 Participating Class Member and Aggrieved Employee, the Court approves and orders a service
6 payment to Plaintiff in the amount of **\$5,000.00** (the “Class Representative Service Payment”),
7 payable from the Gross Settlement Amount, for his role and service as the Class Representative, for
8 the risks and work attendant to that role, and for his general release of claims and waiver of section
9 1542 rights.

10 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
11 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
12 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
13 adequately represented Class interests. The Court approves and orders the payments to Class
14 Counsel, payable from the Gross Settlement Amount, of **\$270,000.00** for reasonable attorneys’ fees,
15 and of **\$18,690.94**, for reimbursement of out-of-pocket costs. The Court finds that these amounts are
16 reasonable considering the benefits provided to the Class.

17 19. The Court confirms the appointment of Apex Class Action LLC as the Administrator,
18 who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment
19 to the Administrator of **\$9,945.00** (“Administration Expenses Payment”), payable from the Gross
20 Settlement Amount, for settlement administration.

21 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
22 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
23 transmit those amounts to the California State Controller’s Office for Unclaimed Property in the
24 name of each Participating Class Member and/or Aggrieved Employee who failed to cash their
25 settlement check prior to the void date.

26 21. In accordance with California Rule of Court 3.771(b), notice of the concurrently
27 filed Judgment will be given to the Settlement Class by the Administrator, who will post an
28 electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

1 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
2 final disposition of the Action in its entirety and are intended to be immediately appealable.

3 23. The obligations set forth in the Settlement are deemed part of this Final Approval
4 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
5 carry out the Settlement according to its terms and provisions.

6 24. Following entry of the concurrently filed Judgment, and without affecting the finality
7 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain
8 jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing this
9 Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
10 such post-Judgment matters as are permitted by law.

11 25. The Settlement is finally approved but is not an admission by Defendant of the
12 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
13 law. Neither the Settlement nor any related document shall be offered or received in evidence in
14 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
15 necessary to consummate or enforce the Settlement.

16 26. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
17 12/10/2024 at 8:30 a.m. in Department 10. Class Counsel are ordered to file
18 a final report and declaration by the Administrator regarding settlement distribution no later than
19 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
20 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
21 Settlement are complete.

22 **IT IS SO ORDERED.**

23 DATE: 9/25/2024 12:44:39 PM



THE HON. TIMOTHY SCHMAL
Judge of the Superior Court, Santa Cruz County