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9 and the aggrieved employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 LUZ SANTILLANES, an individual, on
13 behalf of herself, others similarly situated, and
14 as a private attorney general on behalf of the
15 State of California,

16 Plaintiff,

17 v.

18 1ST CLASS LAUNDRY, a California
19 Corporation, and DOES 1 thru 50, inclusive,

20 Defendants.

FILED
ALAMEDA COUNTY

FEB 28 2023

CLERK OF THE SUPERIOR COURT

By Maylene Smith Deputy

Case No.: RG21107711

Reservation No.: A-21107711-001

[Assigned For All Purposes to the Hon. Brad
Seligman, Dept. 23]

~~PROPOSED~~ **ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: February 28, 2023

Time: 3:00 p.m.

Dept.: 23

Complaint Filed: August 4, 2021

Trial Date: None Set

~~PROPOSED~~ **ORDER OF FINAL APPROVAL AND ENTRY OF JUDGMENT**

1 The Motion for Final Approval of Class Settlement and For Attorneys' Fees and Costs
2 (the "Final Approval Motion") were heard on February 28, 2023, in Department 23, of the above
3 titled court. The Final Approval Motion and Motion for Attorneys' Fees and Costs were
4 unopposed by Defendant 1st Class Laundry. Having considered the Final Approval Motion, the
5 Settlement, the Motion for Attorneys' Fees and Costs, the Declarations, the *Kullar* analysis in the
6 Motion for Preliminary Approval, and all other materials properly before the Court and having
7 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the
8 Settlement Agreement is fair, reasonable and adequate and is approved. Due and adequate notice
9 having been given to the Class, and the Court having considered the Settlement Agreement, all
10 papers filed and proceedings had herein, and having reviewed the record in this Litigation, and
11 good cause appearing, IT IS HEREBY ORDERED, ADJUSTED, AND DECREED AS
12 FOLLOWS:

13 1. All terms used in this Order Granting Final Approval of Class Action Settlement
14 and Attorneys' Fees and Costs (the "Order") shall have the same meanings given as those terms
15 are used and/or defined in the Parties' Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter.

17 3. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
18 Administrator, completed the distribution of the Notices of Settlement to the Class Members in a
19 manner that comports with the requirements of California Code of Civil Procedure section 382,
20 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
21 United States Constitutions, and other applicable law, and constitutes the best notice practicable
22 under the circumstances. The Notice of Settlement informed the potential Class Members of the
23 Settlement terms, their rights to do nothing and receive their Settlement share, their rights to
24 submit a Request for Exclusion, their rights to comment on or object to the Settlement, and their
25 rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
26 Adequate periods of time to respond and to act were provided by each of these procedures. Based
27 on evidence and other material submitted, the actual notice to the class was adequate.

28 4. No Class Members submitted a request for exclusion.

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6. No Class Members submitted an objection.

7. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

8. The Settling Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

9. For settlement purposes only, the Court finally certifies the Class as defined in the Party's Settlement Agreement and as follows: all non-exempt employees employed by 1st Class Laundry from February 7, 2017 through June 30, 2022.

10. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement. The Court also finds and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class Members, and there is a well-defined community of interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel is qualified to serve as counsel for Plaintiff in their individual and representative capacity and for the Settlement Class.

11. The Court appoints and confirms Plaintiff Luz Santillanes as Class Representative.

12. The Court finds David S. Winston of Winston Law Group, P.C. to be adequate Class Counsel and appoints David S. Winston and Winston Law Group, P.C. as Class Counsel.

13. Upon the Effective Date, the Class Representative (on her behalf and on behalf of the State of California as to the PAGA Released Claims) and each of the Settlement Class Members shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class Released Claims and PAGA Released Claims, as defined in the Settlement Agreement except that all releases against

1 Defendant shall be null and void pursuant to Section I(HH) if Defendant fails to make a payment
2 owed under the agreement, fails to timely cure within five (5) business day cure period, and fails
3 to pay the entirety of the remaining balance of the Gross Settlement within sixty (60) days from
4 the notice of the missed payment from the Settlement Administrator.

5 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
6 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
7 of the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of,
8 the validity of any of the Class Members' Released Claims, or of any wrongdoing or liability of
9 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
10 as an admission of, or evidence of, any fault or omission of Defendant or any of the other
11 Released Parties in any civil, criminal, or administrative proceeding in any court, administrative
12 agency, or other tribunal.

13 15. Defendant shall deposit the remaining \$200,000.00 of the Gross Settlement
14 Amount with the Settlement Administrator in accordance with the following pay schedule:
15 Defendant shall also deposit \$50,000 on each of the following dates after final approval: 3 months
16 after final approval, 6 months after final approval, 9 months after final approval, and one (1) year
17 after final approval.

18 16. The Settlement Administrator, ILYM Group, Inc., shall hold back 10% of the
19 attorneys' fees awarded to Class Counsel pending the submission and approval of final
20 compliance status report after completion of the distribution status report.

21 17. The Settlement Administrator ILYM Group, Inc. shall maintain the Settlements
22 Representing the Gross Settlement Amount in an interest-bearing account and all interest earned
23 prior to the mailing of the Net Settlement Awards (the "Distribution Date") shall be included
24 within the Net Settlement Amount and distributed to the Class in accordance with Section V(B)
25 of the Settlement Agreement. Any interest earned on the Net Settlement Amount after the
26 Distribution Date shall be distributed to the *cy pres* recipient except that the 10% of any
27 attorneys' fees awarded to Class Counsel held back after the Distribution Date pending the Code
28 of Civil Procedure Section 384 Compliance Hearing shall be maintained in a separate interest-

bearing account and it along with any accrued interest shall be the sole property of Class Counsel unless the Court enters an Amended Judgment and/or *Nunc Pro Tunc* Order directing otherwise.

18. The Gross Settlement Amount to be funded under the Settlement Agreement is \$300,000.00. From this amount, Class Counsel sought an award of attorneys' fees of \$100,000.00 (1/3 of the monetary Gross Settlement Amount), case costs of \$11,366.26, a Service Award for the Class Representative Luz Santillanes of \$7,500.00); and Settlement Administration Costs on behalf of ILYM Group, Inc. of \$12,500.00. Defendant did not oppose these requests. The Court finds that the Amount to be Funded is fair, reasonable, adequate, and awards the payments set forth below from the Amount to be Funded:

- a. \$100,000.00 to Class Counsel for attorneys' fees;
- b. \$11,366.26 to Class Counsel for litigation costs/expense reimbursements;
- c. \$7,500 to Class Representative Luz Santillanes as a Service Award;
- d. \$12,500.00 to the Settlement Administrator ILYM Group, Inc.;
- e. PAGA Payment to the LWDA of \$15,000.00 (75% of the \$20,000 in PAGA penalties recovered under the settlement)
- f. After deducing the foregoing payments from the Amount to be Funded, the remainder of \$153,633.74 shall form the Net Settlement Amount payable to the participating Class Members and shall be distributed as set forth in and in accordance with the Settlement Agreement and as calculated by the Settlement Administrator.

19. The Court finds that distribution of any residual funds to the proposed *cy pres* beneficiary Alameda County Court Appointed Special Advocates Program aka CASA of Alameda County complies with the requirements of Code of Civil Procedure section 384. The Court hereby appoints Alameda County Court Appointed Special Advocates Program aka CASA of Alameda County as the *cy pres* beneficiary for any residual funds, pursuant to the terms of the Settlement. Upon the expiration of the check cashing deadline, the Settlement Administrator shall promptly send all unclaimed funds to Alameda County Court Appointed Special Advocates Program aka CASA of Alameda County and provide a report to Class Counsel that shall be filed with this Court evidencing that such payment has been made.

1 17. The Court shall hold a compliance hearing on November 5, 2024, at 3:00 p.m. in
2 Department 23 pursuant to CCP 384. Class Counsel shall file a declaration on behalf of the ILYM
3 Group, Inc. regarding the Status of Settlement Administration and the amount of residual funds
4 remaining after distribution to the class ad counsel. Parties shall submit a proposed amended
5 Judgment specifying the amount of funds to be paid to the cy pres recipient. at least five (5) court
6 days before the Code of Civil Procedure Section 384 compliance hearing. Class Counsel shall
7 have a courtesy copy of the Code of Civil Procedure Section 384 compliance report delivered
8 directly to Department 23.

9 18. Upon entry of the amended judgment, Class Counsel shall send the information
10 required by Code of Civil Procedure Section 384.5 to the California Judicial Council and shall
11 file a Declaration attesting that such report has been made.

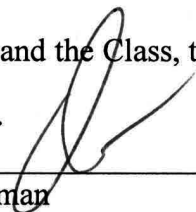
12 18. Upon entry of this Order, compensation to the Settlement Class shall be effected
13 pursuant to the terms of the Settlement.

14 19. This Judgment is intended to be a final disposition of the class action and
15 representative claims in the above-captioned action, and is intended to be immediately applicable.

16 20. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
18 Class Representative, the Class Members, and Defendant for purposes of supervising the
19 implementation, enforcement, construction, administration, and interpretation of the Settlement
20 Agreement and this Judgment.

21 21. The Alameda County Superior Court shall retain jurisdiction to enforce this
22 Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain
23 continuing jurisdiction over this Lawsuit and over all Parties and the Class, to the fullest extent to
24 enforce and effectuate the terms and intent of this Agreement.

25 DATED: 2/28/23

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Hon. Brad Seligman
27 Judge of the Superior Court
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