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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 KACEY MATTHEWS, an individual, on
15 behalf of herself and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 DEJON ENTERPRISES, INC., a California
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.
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CASE NO.: 30-2021-01236088-CU-OE-CXC

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

Hearing Date: July 26, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. William D. Claster

Dept.: CX104

Action Filed: December 14, 2021

Trial Date: Not Set

1 The motion of Plaintiff Kacey Matthews (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Dejon Enterprises,
3 Inc. (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
4 Administrator duly came on for hearing on July 26, 2024 before the Honorable William D.
5 Claster.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Thousand
16 Dollars (\$600,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
21 experienced mediator in the settlement process, among other factors, support the Court’s
22 conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On February 26, 2024, the Court granted preliminary approval of the Settlement
25 and approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

- 27 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
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1 by first class mail to members of the Class at their last known addresses on or about April 11,
2 2024. Mailing of the Class Notice to their last known addresses was the best notice practicable
3 under the circumstances and was reasonably calculated to communicate actual notice of the
4 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
5 fully and accurately informed the Class Members of all material elements of the proposed
6 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
7 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
8 laws of the State of California, the United States Constitution, due process and other applicable
9 law. The Class Notice fairly and adequately described the Settlement and provided Class
10 Members adequate instructions and a variety of means to obtain additional information.

11 7. The deadline for opting out of the Class or submitting written objections to the
12 Settlement was June 10, 2024. There was an adequate interval between notice and the deadline to
13 permit Class Members to choose what to do and act on their decision. A full opportunity has been
14 afforded to the Class Members to participate in this hearing, and all Class Members and other
15 persons wishing to be heard have been heard. Class Members also have had a full and fair
16 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
17 Court determines that all Class Members who did not timely and properly submit a request for
18 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

19 **Fairness Of Settlement**

20 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
21 48 Cal.App.4th 1794, 1801 (1996).

22 a. The settlement was reached through arm's-length bargaining between the
23 parties during two, all-day mediations before Louis Marlin, a respected and experienced mediator
24 of wage and hour class actions. There has been no collusion between the parties in reaching the
25 proposed settlement.

26 b. Plaintiff's investigation and discovery have been sufficient to allow the
27 Court and counsel to act intelligently.

1 c. Counsel for both parties are experienced in similar employment class action
2 litigation. All counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. No timely requests for exclusion were received.

5 e. The participation rate was high. 497 Class Members will be mailed a
6 settlement payment, representing 100% of the overall Class.

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

12 10. The Agreement is approved as fair, adequate and reasonable and in the best
13 interests of the Class Members.

14 **Attorneys' Fees and Costs**

15 11. An award of \$200,000 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$15,000 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
19 and litigation expense billing statement.

20 **Class Representative Service Payment**

21 12. The Agreement provides for Class Representative Service Payment of not more
22 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
23 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
24 the risks and burdens undertaken by the Plaintiff in this litigation, for their time and effort in
25 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
26 release. In making this award, the Court has considered only the factors set forth in *Golba v.*

1 *Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs.*
2 *LLC* (2009) 175 Cal.App.4th 785.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payments to be made to the
5 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
6 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiffs,
7 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
8 perform the other remaining duties set forth in the Agreement. The Administrator has documented
9 \$15,100 in fees and expenses, and this amount is reasonable in light of the work performed by the
10 Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties in the amount of \$15,000 to be paid
13 out of the Gross Settlement Amount, which shall be allocated 75% (\$11,250) to the LWDA PAGA
14 Payment and 25% (\$3,750) to the Individual PAGA Payments to be distributed by (a) dividing the
15 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number
16 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and
17 (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. "Aggrieved
18 Employees" are all individuals who are or previously were employed by Defendant Dejon
19 Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time
20 during the PAGA Period. The "PAGA Period" is December 14, 2020 through December 11,
21 2022. The LWDA was notified of the settlement and served with a copy of the Agreement, and
22 the LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
23 reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals who are or previously were employed by Defendant Dejon
4 Enterprises, Inc. in California who were classified as hourly, non-exempt
5 employees at any time during the Class Period.

6 The Class Period is December 14, 2017 to December 11, 2022.

7 2. All persons who meet the foregoing definition are members of the Class, as there
8 were no valid requests for exclusion.

9 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
11 Members as set forth in the Agreement is approved.

12 4. Class Counsel are awarded attorneys' fees in the amount of \$200,000 and costs in
13 the amount of \$15,000. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 5. The payment of the Class Representative Service Payment in the amount of
16 \$10,000 to the Plaintiff is approved.

17 6. The payment of \$15,100 to the Administrator for their fees and expenses is
18 approved.

19 7. The PAGA Penalties amount of \$15,000 is approved to be distributed in
20 accordance with the Agreement.

21 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
28 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an

1 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
2 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
3 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
4 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
5 theory of claim or issue preclusion or similar defense as to the claims being released by the
6 Settlement.

7 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members.

12 10. If the Agreement does not become final and effective in accordance with the terms
13 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
14 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
15 revert to their respective positions as of before entering into the Agreement, and expressly reserve
16 their respective rights regarding the prosecution and defense of this Action, including all available
17 defenses and affirmative defenses, and arguments that any claim in the Action could not be
18 certified as a class action and/or managed as a representative action.

19
20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiffs, and all members of the Class, shall take nothing in the Action.

23 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
24 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
25 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
26 arising from or in connection with the distribution of settlement benefits.

1 3. The Parties are authorized, with further approval from the Court, to agree to and to
2 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
3 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
4 rights of the Parties or Class Members under the Agreement.

5 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 5. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount, all Participating Class Members, on behalf of themselves and their respective former and
9 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
10 Released Parties from the Released Class Claims as set forth in the Agreement.

11 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

12 (a) "Released Class Claims" means any and all claims, demands, rights,
13 liabilities, grievances, and causes of action that were pled or could have been pled based on the
14 factual allegations contained in the Operative Complaint which occurred during the Class Period
15 which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime
16 compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks;
17 (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at
18 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business
19 practices under the California Business and Professions Code. Except as expressly set forth in the
20 Agreement, Participating Class Members do not release any other claims, including claims for
21 vested benefits, wrongful termination, unemployment insurance, disability, social security,
22 workers' compensation, and claims outside of the Class Period.

23 (b) "Released Parties" collectively mean: Defendant and each of its divisions,
24 subsidiaries, partnerships, parents, affiliated companies, trusts, past and present, and each of them,
25 as well as each of their directors, officers, shareholders, partners, members, representatives,
26 executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business
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1 managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of
2 them and their marital community.

3 7. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount, the Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
5 and their respective former and present representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns, the Released Parties from all Released PAGA Claims. The “Released
7 PAGA Claims” are any and all claims for civil penalties under PAGA that were pled or could have
8 been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice
9 sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The
10 Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for
11 all hours worked, including minimum wages and overtime wages, (2) failure to provide meal
12 periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of
13 hours worked and meal periods, (5) failure to indemnify necessary business expenses, (6) failure
14 to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8)
15 failure to pay all earned wages twice per month, and all PAGA claims for civil penalties
16 predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well
18 as any applicable IWC Orders, arising during the PAGA Period. The release of the Released
19 PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
20 Aggrieved Employee submitted a request for an exclusion from the Class.

21 8. As of the Effective Date, Plaintiff has generally and fully released and discharged
22 the Released Parties from any known or unknown claims, including a waiver of California Code
23 of Civil Procedure section, as fully set forth in the Agreement.

24 9. If a settlement check remains uncashed by the expiration date, the funds from such
25 uncashed checks will be paid to the California State Controller’s Unclaimed Property Fund in the
26 name of the Participating Class Member/Aggrieved Employee.

1 10. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
2 before _____ setting forth the actual amounts paid to class members
3 and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will
4 determine whether further reports and/or a hearing will be necessary.

5 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
6 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
7 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
8 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
9 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
10 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

11
12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13
14 Dated: _____

15
16 _____
HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA