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

12 NAKITA CLARK, DAWN STEPHENSON,
13 individually, and on behalf of other members
14 of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

15 Plaintiffs,

16 vs.

17 WITTMAN ENTERPRISES, LLC, a
18 California limited liability company; and
DOES 1 through 100, inclusive,

19 Defendants.
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Case No.: 34-2019-00251989-CU-OE-GDS

Honorable Jill H. Talley
Department 25

CLASS ACTION

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

Date: June 2, 2023
Time: 9:00 a.m.
Department: 25

Complaint Filed: March 6, 2019
FAC Filed: July 18, 2019
SAC Filed: March 29, 2019
TAC Filed: February 4, 2022
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 25 of the above-
2 entitled Court, located at the Gordon D. Schraber Courthouse, 720 9th Street Sacramento,
3 California 95814, on Plaintiffs Nakita Clark and Dawn Stephenson (together, “Plaintiffs”) Motion
4 for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Enhancement
5 Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff,
6 and Castle Law: California Employment Counsel, PC appeared on behalf of Wittman Enterprises,
7 LLC (“Defendant”).

8 On January 11, 2023, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the First Amended Stipulation of Class
11 Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibit annexed thereto, sets forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendant within the State of California at any time during the period from
28 March 6, 2015 to January 11, 2023 (“Class” or “Class Members”).

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
4 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
5 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
8 Class Members with adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
26 submit a timely and valid Request for Exclusion (“Participating Class Members”) are bound by
27 the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”) and
28 the State of California and all current and former hourly-paid or non-exempt employees who

1 worked for Defendant within the State of California at any time during the period from September
2 1, 2020 through January 11, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement
3 and this Final Approval Order and Judgment.

4 7. The Court finds that the settlement of the Released PAGA Claims for \$50,000.00,
5 which is designated and allocated as penalties under the California Private Attorneys General Act
6 of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
7 Administrator shall distribute the PAGA Payment as follows: the amount of \$37,500.00 to the
8 California Labor and Workforce Development Agency, and the amount of \$12,500.00 to
9 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
10 Agreement.

11 8. The Court finds that payment of Administration Costs in the amount of \$8,000.00
12 is appropriate for the services performed and costs incurred and to be incurred for the notice and
13 settlement administration process. It is hereby ordered that the Administrator, Simpluris, Inc.,
14 shall issue payment to itself in the amount of \$8,000.00, in accordance with the terms and
15 methodology set forth in Settlement Agreement.

16 9. The Court finds that the Enhancement Payments sought are fair and reasonable for
17 the work performed by Plaintiffs on behalf of the Class, the State of California, and Aggrieved
18 Employees. It is hereby ordered that the Administrator issue payment in the amount of \$7,500.00
19 each to Plaintiffs Nikita Clark and Dawn Stephenson for their Enhancement Payments (for a total
20 of \$15,000.00), according to the terms and methodology set forth in the Settlement Agreement.

21 10. The Court finds that the request for attorneys’ fees in the amount of \$160,000.00
22 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
25 \$160,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology
26 set forth in the Settlement Agreement.

27 11. The Court finds that reimbursement of litigation costs and expenses in the amount
28 of \$13,063.11 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the

1 Administrator issue payment in the amount of \$13,063.11 to Class Counsel for reimbursement of
2 litigation costs and expenses, in accordance with the terms and methodology set forth in the
3 Settlement Agreement.

4 12. The Court hereby enters Judgment by which Participating Class Members shall be
5 conclusively determined to have given a release of any and all Released Class Claims against the
6 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
7 determined to have given a release of any and all Released PAGA Claims against the Released
8 Parties, as set forth in the Settlement Agreement and Class Notice.

9 13. It is hereby ordered that within thirty (30) calendar days of the Effective Date,
10 Defendant shall transmit the Gross Settlement Amount (i.e., \$480,000.00) by making a one-time
11 deposit into the account established by the Administrator for administration of the Settlement in
12 accordance with the terms and methodology set forth in the Settlement Agreement.

13 14. It is hereby ordered that within seven (7) calendar days of the funding of the Gross
14 Settlement Amount, the Administrator shall distribute Individual Settlement Payments to the
15 Participating Class Members and Individual PAGA Payments to the Aggrieved Employees, in
16 accordance with the terms and methodology set forth in the Settlement Agreement.

17 15. Individual Settlement Payment and Individual PAGA Payment checks shall be
18 valid and negotiable for a period of one hundred and eighty (180) calendar days from the date of
19 issuance, and thereafter, the checks shall be cancelled. The funds associated with Individual
20 Settlement Payment and/or Individual PAGA Payment checks that have not been cashed or
21 deposited within the 180-day period shall be transmitted to Legal Aid at Work. Prior to
22 transmitting the funds from uncashed checks to Legal Aid at Work, the Parties shall submit a
23 stipulation and proposed order to the Court complying with California Code of Civil Procedure
24 section 384's amended provisions as to *cy pres* beneficiaries.

25 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
26 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
27 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
28 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate

1 any dispute arising from or in connection with the distribution of settlement benefits.

2 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
3 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
4 Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days
5 after the date of entry of this Final Approval Order and Judgment. Individualized notice is not
6 required.

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9 Dated: _____

Honorable Jill H. Talley
Judge of the Superior Court