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13 *Shavonne Hammers and Kilda Chiloquin*

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SONOMA**

17 **SHAVONNE HAMMERS, individually, and on**
18 **behalf of all others similarly situated,**

19 *Plaintiff,*

20 **vs.**

21 **REDWOOD OIL COMPANY, INC., a California**
22 **corporation; and DOES 1 through 10, inclusive,**

23 *Defendants.*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

NOV 17 2023

BY 
Deputy Clerk

Case No.: SCV-269625

[Honorable Christopher M. Honigsberg,
Department 18]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval, Declaration of Kane
Moon, Declaration of Plaintiff Shavonne
Hammers, Declaration of Plaintiff Kilda
Chiloquin, and Declaration of Nick Castro]*

FINAL APPROVAL HEARING

Date: November 15, 2023

Time: 3:00 p.m.

Department: 18

Complaint Filed: November 3, 2021

Trial Date: Not Set

1 The Court issued an Order Granting Plaintiffs Shavonne Hammers and Kilda Chiloquin's
2 Motion for Preliminary Approval of Class and PAGA Action Settlement on July 20, 2023. Plaintiffs
3 Shavonne Hammers and Kilda Chiloquin ("Plaintiffs") now seek an Order and Judgment Granting
4 Final Approval of the same Joint Stipulation of Class and PAGA Action Settlement ("Settlement")
5 between Plaintiffs and Defendant Redwood Oil Company, Inc. ("Defendant"), attached to the
6 Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class and PAGA
7 Action Settlement as Exhibit 1.

8 The Court, having considered Plaintiffs' Notice of Motion and Motion for Final Approval of
9 Class and PAGA Action Settlement ("Motion"), the supporting Declarations and Exhibits therein, the
10 records and files in this Action, and the absence of any written objections or requests for exclusion
11 from the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
12 **DECREES AS FOLLOWS:**

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
14 forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in this Action, Plaintiffs, all Settlement
16 Class Members, all PAGA Members, and Defendant.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all current
20 and former non-exempt, hourly-paid employees who have worked for Defendant in the State of
21 California at any time from November 3, 2017, to November 30, 2022. *Settlement*, ¶¶ 6, 8.

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

24 No Class Members have objected to the terms of the Settlement, and no Class Members have
25 requested exclusion from the Settlement. *Declaration of Nick Castro* ("Castro Decl."), ¶¶ 11, 12.

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1 Plaintiff, all Settlement Class Members, and all PAGA Members shall have, by operation of
2 this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all
3 Released Parties from all Settled Claims and Settled PAGA Claims upon Final Approval and
4 Defendant's payment of all sums due pursuant to the Settlement, and except as to such rights or
5 claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

- 6 1. **"Released Parties"** means Defendant and each of its owners, members, partners,
7 shareholders, agents (including, without limitation, investment bankers, accountants,
8 insurers, reinsurers, attorneys, and any past, present, or future officers, directors, and
9 employees), servants, assigns, subsidiaries, affiliates, independent contractors,
10 volunteers, predecessors, successors, parent companies and organizations, and any and
11 all other persons, firms, companies, and corporations in which Defendant may have an
12 interest. *Settlement*, ¶ 30.
- 13 2. **"Settled Claims"** means all claims, charges, complaints, liens, demands, causes of
14 action, obligations, damages and liabilities, arising during the Class Period that each
15 Class Member had, now has, or may hereafter claim to have against the Released
16 Parties and that were asserted in the Complaint, or that could have been asserted based
17 on or arising from any of the factual allegations and legal theories alleged in the
18 Complaint, regardless of whether such claims arise under federal, state, and/or local
19 law, statute, ordinance, regulation, common law, or other source of law. The Settled
20 Claims specifically include, but are not limited to, claims for: (1) Violation of
21 California Labor Code sections 1194, 1194.2, 1197, and 1197.1 (failure to pay
22 minimum and straight time wages); (2) Violation of California Labor Code sections
23 510 and 1198 (failure to pay overtime wages); (3) Violation of California Labor Code
24 sections 226.7 and 512(a) (failure to provide compliant meal periods and associated
25 premiums); (4) Violation of California Labor Code section 226.7 (failure to provide
26 compliant rest periods and associated premiums); (5) Violation of California Labor
27 Code sections 2800 and 2802 (failure to indemnify business expenses); (6) Violation of
28 California Labor Code sections 201, 202 and 203 (failure to timely pay final wages);

(7) Violation of California Labor Code section 204 (failure to timely pay wages during employment); (8) Violation of California Labor Code section 226(a) (failure to provide compliant wage statements); (9) Violation of California Labor Code section 1174(d) (failure to keep requisite payroll records); (10) Violation of California Business and Professions Code sections 17200, et seq.; and (11) incorporated or related claims asserted through PAGA for any of the above alleged California Labor Code violations.. *Settlement*, ¶ 38.

3. **"Settled PAGA Claims"** means any of the Settled Claims that may serve as a basis for any claim under PAGA for any of the California Labor Code violations and/or violations of Wage Orders alleged within the Complaint or which could have been alleged in the Complaint, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. *Settlement*, ¶ 39.

4. **Date Release of Settled Claims Becomes Active.** As of the Effective Date and after payment of all funds due under the terms of the Settlement, the Named Plaintiffs and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled Claims against any and all Released Parties. *Settlement*, ¶ 49.

5. **Date Release of Settled PAGA Claims Becomes Active.** As of the Effective Date and after payment of all funds due under the terms of this Settlement, Named Plaintiffs, individually, and on behalf of the State of California and all PAGA Members, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims during the PAGA Period. The Parties agree that it is their intent that the terms set forth in this Agreement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and every PAGA Member to obtain any recovery based on the Settled PAGA Claims. *Settlement*, ¶ 50.

1 6. **“Effective Date”** means the date the Settlement becomes effective, which is five (5)
2 court days after all possible appeals of Final Approval of the Settlement have been
3 exhausted. For purposes of this Settlement, the Final Approval becomes final and is no
4 longer appealable at the later of: (a) the day after the last date by which a notice of
5 appeal to the applicable Court of Appeal of the Final Approval Order may be timely
6 filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal
7 is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other
8 manner that confirms the validity of the order and judgment, the day after the last date
9 for filing a request for further review of the Final Approval Order passes, and no further
10 review is requested; or (c) if an appeal is filed and the order approving this Settlement
11 is affirmed and further review of the order is requested, the day after the review is
12 finally resolved and the Final Approval Order is affirmed. *Settlement*, ¶ 13.

13 The Maximum Settlement Amount, Net Distribution Fund, and methodology used to
14 calculate and pay the Settlement Payments and PAGA Payments are fair and reasonable. The
15 Settlement Administrator is authorized to pay the Settlement Payments and PAGA Payments to the
16 Settlement Class Members and PAGA Members in accordance with the terms of the Settlement.

17 Defendant shall pay a total of \$1,180,000.00 to resolve the Action. *Castro Decl.*, ¶ 14.
18 Defendant will fund the settlement account within fourteen (14) days of the Effective Date.
19 *Settlement*, ¶ 60. The Settlement Administrator will distribute the fund installments fourteen (14)
20 days after the Maximum Settlement Amount has been deposited by Defendant. *Settlement*, ¶ 40.

21 From the Maximum Settlement Amount, a PAGA Allocation of \$120,000.00 shall be divided
22 among the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members.
23 The LWDA shall receive 75% of the PAGA Allocation, or \$90,000.00, and the PAGA Members
24 shall receive 25% of the PAGA Allocation, or \$30,000.00, pursuant to the California Private
25 Attorneys General Act of 2004, *Labor Code* sections 2698, *et. seq.* *Settlement*, ¶ 52(f); *Castro Decl.*,
26 ¶ 14.

1 From the Maximum Settlement Amount, a Class Representative Service Payment in the
2 amount of \$5,000.00 shall be paid to Plaintiff Shavonne Hammers; and a Class Representative
3 Service Payment in the amount of \$5,000.00 shall be paid to Plaintiff Kilda Chiloquin for their
4 service to the Class and general release of claims. *Settlement*, ¶¶ 32, 51, 52(d); *Castro Decl.*, ¶ 14.
5 Shavonne Hammers and Kilda Chiloquin are hereby confirmed as Class Representatives.

6 From the Maximum Settlement Amount, Attorneys' Fees in the amount of \$393,333.33 and
7 Attorneys' Costs in the amount of \$16,019.37 shall be paid to Class Counsel for their reasonable fees
8 and actual costs incurred in furtherance of the Action. *Settlement*, ¶ 52(a)-(b); *Castro Decl.*, ¶ 14;
9 *Declaration of Kane Moon*, Exh. 4. The fees and costs shall be distributed to Class Counsel as set
10 forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to
11 the Class. Moon Law Group, P.C. is hereby confirmed as Class Counsel.

12 From the Maximum Settlement Amount, Settlement Administration Costs in the amount of
13 \$18,350.00 shall be paid to the designated Settlement Administrator, ILYM Group, Inc. *Settlement*, ¶
14 52(c); *Castro Decl.*, ¶ 14.

15 The Notice provided to the Class conforms with the requirements of *California Rules of*
16 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
17 providing individual notice to all Class Members who could be identified through reasonable effort
18 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
19 The Notice fully satisfies the requirements of Due Process.

20 The Parties are ordered to have notice of this Final Order and Judgment sent to all Settlement
21 Class Members and PAGA Members in accordance with *California Rules of Court* section 3.771(b),
22 along with the Settlement Payments and PAGA Payments issued via First Class U.S. Mail to their
23 last known addresses and to the LWDA, pursuant to *Labor Code* section 2699(1).

24 The Court shall retain jurisdiction with respect to all matters related to the administration and
25 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
26 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
27 determination of all controversies relating thereto.

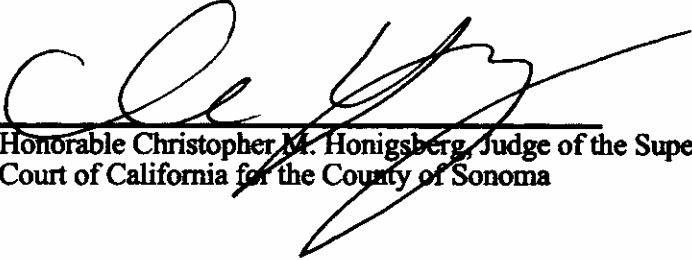
1 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
2 to be immediately appealable.

3 Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement is hereby
4 granted, and the Court directs that Judgment shall be entered in accordance with the terms of this
5 Order.

6 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
7 July 17, 2024 at 3:00 in Department 18. Class Counsel is ordered to file a final
8 report and declaration regarding distribution no later than June 28, 2024.

9 **IT IS SO ORDERED.**

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11 DATE: 11/17/23


Honorable Christopher M. Honigsberg, Judge of the Superior
Court of California for the County of Sonoma