

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff SUKHRAJ KAUR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

SUKHRAJ KAUR, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ACES 2020 I, LLC, a Delaware limited
liability company (fka Comprehensive
Educational Services, Inc.); ACES 2020,
LLC, a California limited liability company
(fka Comprehensive Educational Services,
Inc.); and DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-02482

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: December 8, 2022
Time: 9:00 a.m.

Judge: Hon. Edward G. Weil
Dept.: 39

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class
2 Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Award duly came on for hearing on December 8, 2022, before the
4 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff SUKHRAJ KAUR ("Plaintiff"). Paul, Plevin, Sullivan, and Connaughton LLP
6 appeared on behalf of ACES 2020, LLC, a California limited liability company (formerly known
7 as Comprehensive Educational Services, Inc., a California Corporation), known in California as
8 ACES 2020 I, LLC, doing business as ACES (hereinafter "Defendant").

9 **I.**

10 **FINDINGS**

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

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Los Angeles ("Court"), Case No.
17 20STCV28079, entitled *Molina v. Hawaiian Airlines, Inc.*, and over all Parties to this litigation,
18 including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On August 8, 2022, the Court granted preliminary approval of a class-wide
21 settlement. At this same time the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class mail to the Class Members at their last known addresses on September 12,
27 2022. Mailing of the Notice Packet to their last known addresses was the best notice practicable
28 under the circumstances and was reasonably calculated to communicate actual notice of the

1 litigation and the proposed settlement to the members of the Class Members. The Court finds that
2 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
3 3.769.

4 5. The Response Deadline for opting out or objecting was October 27, 2022.
5 There was an adequate interval between notice and deadline to permit Class Members to choose
6 what to do and act on their decision. No Class Members objected. Nine Class Members requested
7 exclusion. The Class Members who requested exclusion are Annalise Corona, Davis Kuhlman,
8 Denise Lopez, Haley Mariz Borromeo Centeno, Jessica Foyil, Kaleigh Walker, Maria Cabrera,
9 Sarah Marie Hooker, Vanessa Marie Allen.

10 **Fairness Of The Settlement**

11 6. The Agreement provides for a Gross Settlement Amount of \$1,715,000.
12 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
13 Cal.App.4th 1794, 1801.)

14 a. The settlement was reached through arms-length bargaining between
15 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
16 settlement.

17 b. The Parties' investigation and discovery have been sufficient to
18 allow the Court and counsel to act intelligently.

19 c. Counsel for all parties are experienced in similar employment class
20 action litigation and have previously settled similar class claims on behalf of employees claiming
21 compensation. All counsel recommended approval of the Settlement.

22 d. No objections were received. Only nine requests for exclusion were
23 received. The Class Members who requested exclusion are Annalise Corona, Davis Kuhlman,
24 Denise Lopez, Haley Mariz Borromeo Centeno, Jessica Foyil, Kaleigh Walker, Maria Cabrera,
25 Sarah Marie Hooker, Vanessa Marie Allen.

26 e. The participation rate is high. Approximately 99.98% of Class
27 Members will be participating in the Settlement and will be sent settlement payments.
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1 7. The consideration to be given to the Class Members under the terms of the
2 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
3 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
4 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
5 litigation and the delays which would ensue from continued prosecution of the Action.

6 8. The Agreement is finally approved as fair, adequate, and reasonable and in
7 the best interests of the Settlement Class Members.

8 **Attorneys' Fees and Litigation Expenses**

9 9. The Agreement provides for a Class Counsel Award in the amount of Five
10 Hundred Eighty-Five Thousand, Sixty Dollars and Sixty-Eight Cents (\$585,060.68). Subject to
11 Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the
12 Gross Settlement Amount, or Five Hundred Seventy-One Thousand, Six Hundred Sixty-Six
13 Dollars and Sixty-Six Cents (\$571,666.66) and reimbursement of costs and expenses in the
14 amount of Thirteen Thousand, Three Hundred Ninety-Four Dollars and Two Cents (\$13,394.02).

15 10. A Class Counsel Award of Five Hundred Eighty-Five Thousand, Sixty
16 Dollars and Sixty-Eight Cents (\$585,060.68) comprised of attorneys' fees in the amount of Five
17 Hundred Seventy-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
18 (\$571,666.66) and reimbursement of costs and expenses in the amount of Thirteen Thousand,
19 Three Hundred Ninety-Four Dollars and Two Cents (\$13,394.02) is reasonable in light of the
20 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common
22 fund, which is reasonable and at the low end of the range for fee awards in common fund cases
23 and is supported by Class Counsel's lodestar.

24 **Class Representative Service Award**

25 11. The Agreement provides for a Class Representative Service Award of up to
26 Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff, Sukhraj Kaur, subject to the
27 Court's approval. The Court finds that the amount of Five Thousand Dollars and Zero Cents
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1 (\$5,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
2 action litigation.

3 **Settlement Administration Costs**

4 12. The Agreement provides for Settlement Administration Costs to be paid in
5 an amount not to exceed \$60,000.00. The Declaration of the Settlement Administrator provides
6 that the actual claims administration expenses were \$60,000.00. The amount of this payment is
7 reasonable in light of the work performed by the Settlement Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All persons who are or previously were employed by Defendant in California and
14 who were classified as non-exempt employees during the period between April 6,
15 2016 to December 31, 2021.

16 2. Every person in the Class who did not opt out is a Settlement Class
17 Member. The Court finds, based on the declaration of the Settlement Administrator, that nine
18 Class Members opted-out of the Settlement. The Class Members who opted-out of the Settlement
19 are Annalise Corona, Davis Kuhlman, Denise Lopez, Haley Mariz Borromeo Centeno, Jessica
20 Foyil, Kaleigh Walker, Maria Cabrera, Sarah Marie Hooker, Vanessa Marie Allen.

21 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
22 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
23 this Order and the terms of the Agreement.

24 4. Class Counsel are awarded a Class Counsel Award in the amount of
25 \$585,060.68 for the Class Counsel Award comprised of one-third of the Gross Settlement
26 Amount, or Five Hundred Seventy-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six
27 Cents (\$571,666.66) and actually incurred expenses in the amount of Thirteen Thousand, Three
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1 Hundred Ninety-Four Dollars and Two Cents (\$13,394.02). Class Counsel shall not seek or obtain
2 any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

3 5. The payment of the Class Representative Service Award to the Plaintiff in
4 the amount of \$5,000.00 is approved.

5 6. The payment of \$60,000.00 to the Settlement Administrator for Settlement
6 Administration Costs is approved.

7 7. The PAGA Settlement of \$80,000.00 is hereby approved as fair, reasonable,
8 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
9 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of
10 any fraud or collusion.

11 8. Final Judgment is hereby entered in this action. The Final Judgment shall
12 bind each Settlement Class Member.

13 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
14 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
15 General Act ("PAGA").

16 10. The term "Aggrieved Employees" is hereby defined to include all persons
17 who were employed by Defendant in California and who were classified as non-exempt
18 employees at any time during the PAGA Period. The PAGA Period means the period between
19 April 6, 2019 to December 31, 2021.

20 11. In addition to the release given by each Settlement Class Member, Plaintiff
21 also generally releases Defendant and the Released Parties from any and all claims as set forth in
22 the General Release by Plaintiff in the Agreement.

23 12. The Agreement is not an admission by Defendant, nor is this Final
24 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
25 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
26 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
27 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
28 The entering into or carrying out of the Agreement, and any negotiations or proceedings related

1 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
2 concession with regard to the denials or defenses by Defendant and shall not be offered in
3 evidence in any action or proceeding against Defendant in any court, administrative agency or
4 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
5 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
6 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
7 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
8 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
9 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
10 claims being released by the Settlement.

11 13. Notice of entry of this Final Approval Order and Judgment shall be given to
12 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
13 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
14 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as
15 indicated in the Notice Packet.

16 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
17 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
18 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
19 connection with the distribution of settlement benefits.

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1 15. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

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7 **IT IS SO ORDERED.**

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9 DATED: _____, 2022

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12 Hon. Edward G. Weil
13 Judge, Superior Court for the State of California,
14 County of Contra Costa
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