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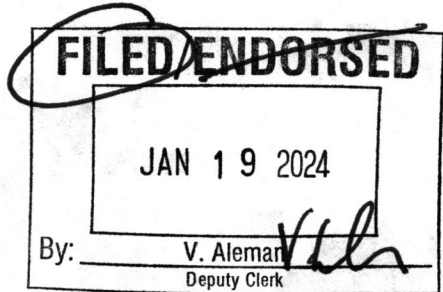
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

Coordination Proceeding
Special Title (Rule 3.550)

**SUNSHINE RETIREMENT WAGE AND
HOUR CASES**

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28
) ~~PROPOSED~~ ORDER GRANTING
) PLAINTIFFS' MOTION FOR FINAL
) APPROVAL OF CLASS ACTION AND
) PAGA SETTLEMENT AND MOTION
) FOR ATTORNEYS' FEES, COSTS, AND
) CLASS REPRESENTATIVE
) ENHANCEMENTS
)
) Date: January 19, 2024
) Time: 9:00 a.m.
) Dept.: 28
) Action filed: September 22, 2021

~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENTS



1 The above-referenced class and PAGA representative action ("Action") having come before
2 the Court on January 19, 2024, for a hearing and Final Order approving Class Action and PAGA
3 Settlement ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary
4 Approval Order"), filed and entered on November 1, 2023, and as set forth in the Class Action and
5 PAGA Settlement Agreement ("Settlement Agreement") filed on September 13, 2023, as Exhibit 1
6 to Declaration of Janelle Carney in support of preliminary approval. Due and adequate notice
7 having been given to the Class, and the Court having considered the Settlement Agreement, all
8 papers filed, and proceedings had herein, and all oral and written comments received regarding the
9 proposed settlement, and having reviewed the record in this litigation, and good cause appearing.

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

11 1. For purposes of this Final Order, the Court incorporates by reference all defined terms
12 as set forth in the Settlement Agreement filed on September 13, 2023, and Preliminary Approval of
13 Class Action Settlement, granted on November 1, 2023.

14 2. Consistent with the definitions in the Settlement Agreement, the Classes are defined
15 as:

- 16 • All current and former non-exempt hourly individuals employed by Defendants at
17 any time from September 27, 2017, through November 1, 2023, at any of the
18 Defendant's California facilities

19 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
20 to this Action, including all Class Members and Aggrieved Employees.

21 4. Distribution of the Notice directed to the Class Members and Aggrieved Employees
22 as set forth in the Settlement Agreement and the other matters set forth therein has been completed
23 in conformity with the Preliminary Approval Order, including individual notice to all Class
24 Members and Aggrieved Employees who could be identified through reasonable effort, and the
25 best notice practicable under the circumstances. The Notice provided due and adequate notice of
26 the proceedings and of the matters set forth therein, including the proposed Settlement set forth in
27 the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the
28 requirements of due process. All Class Members, Aggrieved Employees, and all Released Claims

1 and Released PAGA Claims are covered by and included within the Settlement and this Final
2 Order.

3 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
4 within the meaning of *California Code of Civil Procedure* section 877.6. The Court further finds
5 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
6 applicable requirements for final approval of this class action settlement under California law,
7 including the provisions of *California Code of Civil Procedure* section 382 and *Federal Rule of*
8 *Civil Procedure* 23, approved for use by the California state courts in *Vasquez v. Superior Court*
(1971) 4 Cal.3d 800, 821.

9 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,
10 and finds that the Settlement, including the Gross Settlement Amount, which is Nine Hundred
11 Forty Thousand (\$940,000.00) is, in all respects, fair, adequate and reasonable, and directs the
12 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
13 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
14 further finds that the Parties have conducted extensive investigation and research, and counsel for
15 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
16 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
17 that would be presented by the further prosecution of the Action. The Court has reviewed the
18 benefits that are being granted as part of the Settlement and recognizes the significant value to the
19 Class Members. The Court also finds that the Class is properly certified as a class for settlement
20 purposes.

21 7. RELEASES

22 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
23 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
24 Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released
25 Parties as follows:

26 a. Release by Class Members:

27 Each Class Member who does not opt out of the settlement shall be deemed to release the

Released Parties from any and all claims, known or unknown, that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, that could have been asserted based on the factual allegations in all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: pay for all hours worked/compensation due for services; calculation of the regular rate of pay; rest periods; meal and/or rest period premiums pay, including the calculation of the meal and/or rest period premium pay; wage statements; payment of wages at termination; maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections §§ 200, et seq., 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, et seq.; Business & Professions Code § 17200; and Industrial Welfare Commission Wage Order 5-01.

b. Release by PAGA Representative Action Members:

Each PAGA Representative Action Member, irrespective of whether he or she opts out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections §§ 200, *et seq.* (inclusive of section 201-203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2698, *et seq.*; failure to pay overtime; failure to pay for all hours worked/compensation due for services; calculation of the regular rate of pay, including

1 failure to include all remuneration into the regular rate for overtime, meal and rest period premiums
2 and sick pay, and other incentive payments when calculating the overtime rate; failure to provide
3 meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period
4 premiums, including the calculation of the meal and/or rest period premium pay; failure to provide
5 accurate itemized wage statements; and failure to timely pay wages at termination;

6 c. Plaintiffs' Release:

7 As part of the consideration for the settlement of Plaintiffs' representative service award,
8 Plaintiffs shall enter into individual general releases of all known and unknown claims of any type
9 whatsoever that they may have against the Released Parties. These releases are entitled "Individual
10 General Release," ("Releases"). These Releases are incorporated herein by reference and attached
11 hereto as Exhibit B. These Releases will include, but will not be limited to, a release of all claims
12 under the Fair Employment and Housing Act, Americans with Disabilities Act, and Title VII of the
13 Civil Rights Act of 1964. This will also include a release of any and all claims, known or unknown,
14 contingent or accrued arising out of any act or event that occurred prior to execution of the release,
including a California Civil Code section 1542 waiver.

15 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of
16 Plaintiffs' Release, the named Plaintiffs expressly waive and relinquish the provisions, rights, and
17 benefits, if any, of section 1542 of the California Civil Code, which reads:

18 **A general release does not extend to claims that the creditor or releasing party**
19 **does not know or suspect to exist in his or her favor at the time of executing the**
20 **release, and that if known by him or her would have materially affected his or**
her settlement with the debtor or Released Party

21 In consideration for said Settlement, Plaintiff Morales agrees to resign from Defendant's
22 employment effective the date this Agreement is fully executed.

23 Plaintiffs expressly acknowledge that the Releases will include in their effect, without
24 limitation, all claims which Plaintiffs do not know of or suspect to exist at the time of signing this
25 Agreement, and that this Agreement contemplates the release of any such claims.

10. The Court hereby enters the concurrently filed Judgment in the entire Action as of the filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to *California Code of Civil Procedure* section 664.6.

11. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

12. The Court hereby confirms Janelle Carney of Janelle Carney - Attorney at Law, APC, Manny Starr and Adam Rose of Frontier Law Center, and Christinas Le, Zachary Greenberg, and Justin Marquez of Wilshire Law Firm, as Class Counsel in the Action.

13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel Fees in the amount of Three Hundred Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$313,333.33), and Class Counsel Expenses up to Twenty-Five Thousand Dollars (\$25,000.00) from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement and transferred and/or made payable to Class Counsel in the Action.

14. The Court approves and orders a Class Representatives Enhancement Awards in the amount of Ten Thousand Dollars (\$10,000.00) each, to Lupe Morales, Erika Muniz, and Blanca Navarro.

15. The Court approves and orders payment from the Gross Settlement Fund for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc. in the amount of \$22,000.00.

16. The Court approves and orders PAGA civil penalties in the amount of Fifty-Thousand Dollars (\$50,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA.

17. The Court approves and orders that all amounts from uncashed Settlement Award checks after the expiration date (180 days after mailing) will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such time they claim their property. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Proceeds will be paid out to Class Members and PAGA Representative Action Members, whether or not they all cash their settlement checks

18. The Court also hereby finds and orders that the Settlement Agreement is and constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendants and the Released Parties.

19. The Settlement becomes effective under the terms of the Settlement Agreement with the signing of this order.

20. Funding of Gross Settlement Amount.

Upon the Court entering an order granting Final Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator, as follows:

- a. Within 30 days of the Court entering an order granting final approval, Defendant shall deposit \$200,000 with the Administrator.
- b. Within 6 months of the Court entering an order granting preliminary approval, Defendant shall deposit \$270,000 with the Administrator.
- c. Within 12 months of the Court entering an order granting preliminary approval, Defendant shall deposit \$470,000 with the Administrator.

21. Distribution Of Settlement Funds

1 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants
2 fund the total Gross Settlement Amount, the Administrator will mail checks for all Individual Class
3 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
4 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
5 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
6 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
7 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
8 Payments.

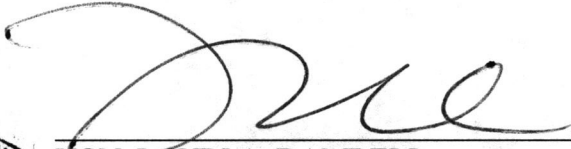
9 20. The Court also hereby finds that there were no objections to the Settlement raised
10 by any person on the record at the hearing on the Final Approval.

11 21. The Court sets a compliance hearing re settlement for June 27, 2025.

12 **IT IS SO ORDERED.**

13
14 Dated: 1/19/24



15 
16 HON. LAURI A. DAMRELL

17 LAURI A. DAMRELL
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On January 19, 2024, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENTS

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

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XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com

Executed on January 19, 2024 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jerin Wilkinson