

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1610 R. Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

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

SPENCER NORMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

B & H GLOBAL MARKETING, LLC, a
California limited liability company;
GOLDEN STATE CRUSHING, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2022-00314707

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: December 1, 2023

Time: 9:00 a.m.

Dept.: 27

Complaint Filed:

January 26, 2022

Trial Date:

None

{4080892.DOCX;} 1

**[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

1 Plaintiff Spencer Norman (“Plaintiff”) and Defendants B&H Global Marketing, LLC and
2 Golden State Crushing (collectively, “Defendants”) (together with Plaintiff, the “Parties”) have
3 entered into the Joint Stipulation and Settlement Agreement (“Settlement Agreement”) to settle
4 the above-captioned action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement, including approval of an enhancement payment for the Class Representative
7 and Class Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and
8 considered all the pleadings and documents submitted, and the presentations made in connection
9 with the Motion which came on for hearing on December 1, 2023.

10 **I. BACKGROUND**

11 On October 18, 2021, Plaintiff submitted his written notice under Labor Code §
12 2699.3 (the “PAGA Notice”) to the California Labor and Workforce Development Agency
13 (“LWDA”) and Defendants. On January 26, 2022, Plaintiff filed his Complaint against
14 Defendants in the Superior Court of California, County of Sacramento, alleging causes of action
15 for (1) violation of Labor Code §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3)
16 violation of Labor Code § 226(a); (4) violation of Business & Professions Code § 17200,
17 *et seq.*; and (5) violation of the PAGA, Labor Code § 2698, *et seq.*

18 **A. Class Members**

19 The “Class” is defined as all non-exempt employees who worked for Defendants in the
20 State of California from January 26, 2018, to February 17, 2023 (the “Class Period”). The Class
21 also includes all exempt employees who received allegedly defective wage statements from
22 January 26, 2021, to February 17, 2023.

23 **B. Operation of the Settlement**

24 Pursuant to the Preliminary Approval Order dated July 11, 2023, this Court conditionally
25 certified the Class for settlement purposes only and granted preliminary approval to the
26 Settlement. The Preliminary Approval Order also approved of the proposed class notice and
27 notice plan. The Court entered the Preliminary Approval Order after review and consideration of
28 all of the pleadings filed in connection herewith, and the oral presentations made by counsel at

{4080892.DOCX;} 2

1 the hearing.

2 In compliance with the Preliminary Approval Order, the Notice of Class Action
3 Settlement (“Class Notice”) was sent to all Class Members via U.S. first class mail. The notice
4 dissemination process was timely completed.

5 This Court finds that the Settlement appears to be the product of serious, informed, non-
6 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
7 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
8 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
9 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
10 approval of a class action settlement under California law. Under the provisions of California
11 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
12 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court
13 has discretion to certify a class where:

14 [Q]uestions of law or fact common to the members of the class
15 predominate over any questions affecting only individual members,
16 and that a class action is superior to the available methods for the
17 fair and efficient adjudication of the controversy.... Fed. R. Civ.
18 Proc. 23.

18 Certification of a settlement class is the appropriate judicial device under these circumstances.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
20 FOLLOWS:

21 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
22 Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of the litigation, the Class
24 Representative, the Class, and Defendant.

25 3. The Court finds that the dissemination of the Class Notice as disseminated to the
26 Class Members, constituted the best notice practicable under the circumstances to all Persons
27 within the definition of the Class, and fully met the requirements of California law and due
28 process under the United States Constitution. No objections were received by the Parties or the

{4080892.DOCX;} 3

1 Court through the date of this Order. The Court finds that no Class Members submitted a request
2 for exclusion from the Settlement as determined by the Settlement Administrator.

3 4. The Court approves the settlement of the above-captioned action, as set forth in
4 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
5 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
6 Agreement.

7 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
8 are to bear their own costs and attorneys' fees.

9 6. The Court hereby certifies the following Class for settlement purposes only: All
10 non-exempt employees who worked for Defendants in the State of California from January 26,
11 2018, to February 17, 2023, and all exempt employees who received allegedly defective wage
12 statements from January 26, 2021 to February 17, 2023.

13 7. With respect to the Class and for purposes of approving the Settlement only and
14 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
15 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
16 questions of law or fact common to the Class, and there is a well-defined community of interest
17 among members of the Class with respect to the subject matter of the claims in the Litigation; (c)
18 the claims of Class Representative are typical of the claims of the members of the Class; (d) the
19 Class Representative has fairly and adequately protected the interests of the members of the
20 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
21 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
22 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
23 the Class.

24 8. Defendant shall fund \$189,524.86 of the total Gross Settlement Amount pursuant
25 to the terms of the Settlement Agreement.

26 9. The Court approves the Individual Settlement Shares to be paid to Participating
27 Class Members, which shall be distributed pursuant to the terms of the Settlement Agreement.

28 10. The \$189,524.86 Gross Settlement Amount shall be used to pay (a) Class Counsel

{4080892.DOCX;} 4

1 attorneys' fees in the amount of \$63,174.94 and reimbursement of costs in the amount of
2 \$8,018.41; (b) an enhancement payment to the Class Representative Spencer Norman in the
3 amount of \$10,000.00; (c) \$1,000.00 to be paid to Participating Exempt Class Members; (d)
4 \$7,500.00, which represents 75% of the PAGA Payment, to be paid to the LWDA for PAGA
5 penalties; (e) \$2,500.00, which represents 25% of the PAGA Payment, to be paid to Eligible
6 Aggrieved Employees for PAGA penalties; and (f) \$6,250.00 to the Settlement Administrator,
7 Phoenix Settlement Administrators, for its fees and costs relating to the settlement administration
8 process. The Court finds that these amounts are fair and reasonable. Defendants are directed to
9 make such payments in accordance with the terms of the Settlement Agreement. The allocation
10 and distribution of these amounts shall be performed by the Settlement Administrator.

11 11. Funds from Participating Class Members' uncashed checks (upon the expiration
12 date) will be distributed to the California State Controller's Unpaid Wage Fund.

13 12. The Court hereby enters final judgment in this case in accordance with the terms
14 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
15 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
16 over the action and the Parties, including all Participating Class Members and Eligible Aggrieved
17 Employees, for purposes of enforcing and interpreting this Order and the Settlement.

18 **IT IS SO ORDERED AND ADJUDGED.**

19
20 DATED: _____

21 HON. JILL H. TALLEY
22 SUPERIOR COURT OF CALIFORNIA
23
24
25
26
27
28