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

9 RAHMAD PERRY; individually, and on
10 behalf of other members of the general
public similarly situated;

11 Plaintiff,

12 vs.

13 BELLA BRU NATOMAS, LLC, an
14 unknown business entity; and DOES 1
through 100, inclusive,

15 Defendants.

Case No.: 34-2020-00281583-CU-OE-GDS

Honorable Jill H. Talley
Department 25

CLASS ACTION

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

Date: January 20, 2023
Time: 9:00 a.m.
Department: 25

Complaint Filed: July 8, 2020
FAC Filed: February 14, 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 720 9th St, Sacramento, CA 95814, on Plaintiff Rahmad Perry's
3 ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and
4 Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on
5 behalf of Plaintiff, and Duggan McHugh Law Corporation appeared on behalf of Defendant Bella
6 Bru Natomas, LLC ("Defendant").

7 On May 31, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

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

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

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

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

24 All current and former hourly or non-exempt individuals who worked for
25 Defendant in the State of California at any time during the Class Period ("Class"
26 or "Class Members").

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members, fully and accurately informed the Class Members of all material elements of the

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

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

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
24 timely and validly opt out of the Settlement (“Participating Class Members”) are bound by the
25 Class Settlement and by this order and judgment (“Final Approval Order and Judgment”) and all
26 individuals who worked for Defendant in California as non-exempt employees at any time during
27 the period from November 22, 2020 through May 31, 2022 (“PAGA Employees”) are bound by
28 the PAGA Settlement and by this Final Approval Order and Judgment.

1 7. The Court finds that payment of Settlement Administration Expenses in the amount
2 of \$7,495.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$7,495.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Payment sought in the amount of \$7,500.00
7 is fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby
8 ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff
9 Rahmad Perry for his Enhancement Payment, according to the terms and methodology set forth in
10 the Settlement Agreement.

11 9. The Court finds that the allocation of \$60,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Fund”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Fund
14 as follows: the amount of \$45,000.00 to the California Labor and Workforce Development
15 Agency, and the amount of \$15,000.00 to be distributed to PAGA Employees, according to the
16 terms and methodology set forth in the Settlement Agreement.

17 10. The Court finds that the request for attorneys’ fees in the amount of \$113,540.00 to
18 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$113,540.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 11. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$14,795.80 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$14,795.80 to Class Counsel for
26 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
27 forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Participating Class Members shall be
2 conclusively determined to have given a release of any and all Released Class Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

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

8 14. It is hereby ordered that Defendant shall fund the Gross Settlement Amount in three
9 (3) different payments, in accordance with the terms and methodology as set forth in the Settlement
10 Agreement, as follows:

11 (a) Within fifteen (15) calendar days after preliminary court approval, but no
12 earlier than May 1, 2022, Defendants shall provide the Settlement Administrator with One
13 Hundred Thousand Dollars (\$100,000.00).

14 (b) Within fifteen (15) calendar days of final court approval, but no earlier than
15 August 1, 2022, Defendants shall provide the Settlement Administrator with an additional One
16 Hundred Thousand Dollars (\$100,000.00).

17 (c) Within nine (9) months of final court approval, Defendants shall provide
18 the Settlement Administrator with One Hundred and Twenty-Four Thousand and Four Hundred
19 Dollars (\$124,400.00).

20 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
21 Settlement Payments to the Participating Class Members and Individual PAGA Payments to
22 PAGA Employees within fifteen (15) calendar days after Defendant fully funds the Gross
23 Settlement Amount, according to the methodology and terms set forth in the Settlement
24 Agreement.

25 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
26 valid and negotiable for a period of one hundred and eighty (180) calendar days from the date the
27 checks are issued, and after thereafter, be cancelled. The Settlement Administrator shall perform
28 a skip-trace search on any checks that are returned undeliverable and perform a single re-mailing

1 to any address located. The funds associated with such cancelled checks will be transmitted to
2 Saint John's Program For Real Change. Prior to transmitting the funds from uncashed checks to
3 Saint John's Program For Real Change, the Parties shall submit a stipulation and proposed order
4 to the Court complying with California Code of Civil Procedure section 384's amended provisions
5 as to *cy pres* beneficiaries.

6 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
7 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
8 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
9 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
10 any dispute arising from or in connection with the distribution of settlement benefits.

11 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
12 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
13 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
14 Order and Judgment. Individualized notice is not required.

15 Dated: _____

HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT