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CLERK OF THE SUPERIOR COURT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

TREVOR NEADEAU, an individual, on behalf
of all those similarly situated and aggrieved
employees,

Plaintiffs,

vs.

BROADWAY MANAGEMENT COMPANY,
LLC, a California corporation, HARRY
LEWIS, an individual, WILLIAM R. LEWIS
III, an individual, ELIZABETH CONRON, an
individual, LINDA STAPLETON, an
individual, AND JOSEPH CONRON,

Defendants.

Case No. CGC-22-598314

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Action Filed: February 23, 2022

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter has come before the Honorable ~~Anne Christine Massullo~~ ^{RICHARD B. ULMER} in Department ~~610~~ ³⁰²
3 of the above-entitled Court for a hearing on Plaintiff Trevor Neadeau's ("Plaintiff") Motion for
4 Final Approval of Class and PAGA Settlement ("Motion for Final Approval") came before this
5 Court, on August 7, 2024. Yesenia L. Rodriguez of Pimentel Law, P.C. appeared on behalf of
6 Plaintiff. Joel Van Parys of CDF Labor Law LLP appeared on behalf of Defendants Broadway
7 Management Company, LLC, Harry Lewis, William R. Lewis III, Elizabeth Conron, Linda
8 Stapleton, and Joseph Conron

9 On March 5, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 and PAGA Action Settlement ("Preliminary Approval Order") preliminarily approving the
11 settlement of the above-captioned action ("Action") in accordance with the Joint Stipulation of
12 Class and PAGA Settlement ("Settlement" or "Agreement"), which together with its attached
13 exhibits, set forth the terms and conditions for settlement of the Action.

14 Due and adequate notice having been given to all Class and PAGA Members as required
15 in the Preliminary Approval Order, and the Court having reviewed the Agreement and considered
16 the papers, the arguments of counsel, and all other evidence and matters presented, and good cause
17 appearing:

18 **IT IS ORDERED** that the Motion for Final Approval of Class and PAGA Settlement is
19 **GRANTED**, subject to the following findings and orders:

20 1. All terms used herein have the same meaning as defined in the Agreement and
21 Preliminary Approval Order.

22 2. The Court finds that, for settlement purposes only, the applicable requirements of
23 California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have
24 been satisfied with respect to the Class and the Settlement. The Court makes final its earlier
25 provisional certification of the Class for settlement purposes, as set forth in the Preliminary
26 Approval Order. The Class is defined as: All persons employed by Defendants in an hourly, non-
27 exempt position in California from February 23, 2018 through March 5, 2024.

28 3. This Court has jurisdiction over the Action and over all Parties to this Action,
including all Class and PAGA Members.

1 4. Distribution of the Class Notice directed to the Class and PAGA Members as set
2 forth in the Agreement has been completed in conformity with the Preliminary Approval Order,
3 including individual notice to all Class and PAGA Members who could be identified through
4 reasonable effort, and was the best notice practicable under the circumstances. The Class Notice
5 fully and accurately informed the Class of all material elements of the Settlement and of their
6 opportunity to participate in, object to, or comment thereon, or to seek exclusion from the
7 Settlement; provided due and adequate notice of the proceedings related to the Settlement; and
8 fully satisfied the requirements of due process.

9 5. The Court grants final approval of the Settlement and finds that the Settlement is
10 fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382. The Court hereby finds the
13 Settlement was entered into in good faith pursuant to and within the meaning of California Code
14 of Civil Procedure section 877.6.

15 6. The Court finds that the Settlement has been reached as a result of intensive, serious
16 and non-collusive arms-length negotiations. The Court has considered all of the evidence presented
17 and further finds that the Parties have conducted extensive investigation and research, and counsel
18 for the Parties are able to reasonably evaluate their respective positions. The Court also finds that
19 the Settlement at this time will avoid additional substantial costs, as well as avoid the delay and
20 risks that would be presented by the further prosecution of the Action. The Court has considered
21 the benefits that are being provided as part of the Settlement and the significant value to the Class
22 and PAGA Members, the absence of objections to the Settlement, and that there were no Requests
23 for Exclusion from the Settlement by Class Members. Accordingly, the Court directs that the
24 Settlement be affected in accordance with the Agreement and the following terms and conditions.

25 7. A full opportunity has been afforded to the Class and PAGA Members to participate
26 in the Final Approval Hearing, and all Class and PAGA Members and other persons wishing to
27 be heard have been heard. The Class Members also have had a full and fair opportunity to exclude
28 themselves from the Settlement. Accordingly, the Court determines that all Class Members who

1 did not submit a timely and valid Request for Exclusion to the Administrator ("Participating Class
2 Members") and PAGA Members are bound by this Final Approval Order and Judgment.

3 8. The Court finds that no Class Members have timely and validly opted out of the
4 Settlement and will not be bound by this Final Order Approving Class Action Settlement and
5 Judgment ("Final Approval Order and Judgment").

6 9. The Court finds the Individual Class Awards to Participating Class Members
7 provided for under the Settlement to be fair and reasonable in light of all of the circumstances.
8 The Court directs the Administrator to calculate and distribute payments to Participating Class
9 Members for Individual Class Awards, in accordance with the terms set forth in the Agreement
10 and Preliminary Approval Order.

11 10. The Court finds that the request for an award of attorneys' fees in the amount of
12 \$65,747.00 to Class Counsel falls within the range of reasonableness, and the results achieved
13 justify the award sought. The requested attorneys' fees to Class Counsel are fair and reasonable;
14 and are approved. The Court directs the Administrator to issue payment in the amount of
15 \$65,747.00 to Pimentel Law, P.C. for attorneys' fees, in accordance with the Agreement and
16 Preliminary Approval Order.

17 11. The Court finds that reimbursement of litigation costs and expenses in the
18 amount of \$13,483.80 to Class Counsel is reasonable; and is approved. The Court directs the
19 Administrator to issue payment in the amount of \$13,483.80 to Pimentel Law, P.C. for
20 reimbursement of litigation costs and expenses, in accordance with the Agreement and
21 Preliminary Approval Order.

22 12. The Court finds that Plaintiff's Enhancement Award in the amount of \$15,000.00
23 for the work performed by Plaintiff on behalf of the Class is fair and reasonable; and is approved.
24 The Court directs the Administrator to issue payment of Plaintiff's Enhancement Award in the
25 amount of \$15,000.00 to Plaintiff Trevor Neadeau, in accordance with the Agreement and
26 Preliminary Approval Order.

27 13. The Court finds that the PAGA Allocation in the amount of \$9,392.50 for penalties
28 under the California Private Attorneys General Act of 2004, is fair and reasonable; and is
approved. The Court directs the Administrator to issue payment of the PAGA Allocation as

1 follows: the amount of \$7,044.37 (75 percent of \$9,392.50) to the California Labor Workforce
2 Development Agency and the amount of \$2,348.13 (25 percent of \$9,392.50) as Individual PAGA
3 Awards to PAGA Members, in accordance with the Agreement and Preliminary Approval Order.

4 14. The Court finds that payment of Administration Expenses in the amount of
5 \$4,450.00 to the Administrator is fair, reasonable, and appropriate for the services performed and
6 costs incurred and to be incurred for the notice and settlement administration process; and is
7 approved. The Court directs the Administrator to issue payment of Administration Expenses in
8 the amount of \$4,450.00 to itself, in accordance with the Agreement and Preliminary Approval
9 Order.

10 15. The Court directs the Administrator to cancel any Individual Class Award and/or
11 Individual PAGA Award checks issued to Class and PAGA Members that are not cashed or
12 deposited within one hundred eighty (180) calendar days after they are issued, and transmit the
13 funds associated with such cancelled checks to the California State Controller's Office's
14 Unclaimed Property Division to be held as unclaimed funds in the Class and/or PAGA Member's
15 name.

16 16. The Court directs Class Counsel to file the Administrator's Declaration of
17 Compliance and Proof of Payment within two hundred forty (240) calendar days of this Final
18 Approval Order ~~and Judgment~~.

19 17. Neither the Settlement nor any of the terms set forth in the Stipulation is an
20 admission by Defendants, or any of the other Released Parties, nor is this Final Approval Order ~~and~~
21 ~~Judgment~~ a finding of the validity of any claims in the Action or of any wrongdoing by Defendants,
22 or any of the other Released Parties. Neither this Final Approval Order ~~and Judgment~~, the
23 Agreement, any document related to the Settlement, nor any action taken to carry out the Settlement
24 is, may be construed as, or may be used as, an admission by or against Defendants, or any of the
25 other Released Parties, of any fault, wrongdoing or liability. The entering into or carrying out of the
26 Settlement, and any related negotiations or proceedings, will not in any event be construed as, or
27 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
28 Defendants, or any of the other Released Parties, and will not be offered in evidence in any action
or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other

1 than to enforce the provisions of this Final Approval Order ~~and Judgment~~, the Agreement, the
2 Released Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding
3 these restrictions, any of the Released Parties may file in the Action, or submit in any other
4 proceeding, the Final Approval Order ~~and Judgment~~, the Agreement, and any other papers and
5 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
6 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

7 18. The Court orders, adjudges and decrees that:

8 a. Plaintiff and all Participating Class Members fully, finally, and forever
9 release, compromise, and discharge the Released Parties from the Released Claims for the Class
10 Period, in accordance with the terms of the Agreement;

11 b. Plaintiff, all PAGA Members, and the State of California fully, finally, and
12 forever release, compromise, and discharge the Released Parties from the Released PAGA Claims
13 for the PAGA Period, in accordance with the terms of the Agreement; and

14 c. Plaintiff fully, finally, and forever releases, compromises, and discharges
15 the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities
16 of whatever kind and character and waives all rights under California Civil Code section 1542, in
17 accordance with the terms of the Agreement.

18 ~~19. The Court hereby enters final judgment in accordance with the terms of the~~
~~19 Agreement, the Order Granting Preliminary Approval of Class and PAGA Settlement, and this~~
~~20 Order.~~

21 17. The Court retains continuing jurisdiction, pursuant to California Rules of Court,
22 Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until
23 performance in full of the terms of the Agreement.

24 **IT IS SO ORDERED ADJUDGED AND DECREED.**

25 ~~The Clerk of the Court is directed to enter this Judgment.~~

compliance hearing
4/4/25

26 Dated: 8/7/24

27 UH
HONORABLE ANNE CHRISTINE MASSULLO
JUDGE OF THE SUPERIOR COURT *Ulmer*

28 **RICHARD B. ULMER**