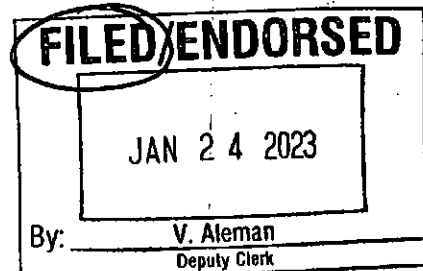


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8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

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11 **TRAVIS BLAIR, individually and on behalf**
12 **of all other similarly situated employees,**

13 **Plaintiff,**

14 **vs.**

15 **CLARK WAGAMAN DESIGNS, a California**
16 **Corporation; and DOES 1 to 100, inclusive,**

17 **Defendants.**

Case No. 34-2021-00313156

CLASS ACTION

AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

Date: January 13, 2023

Time: 9:00 a.m.

Dept.: 28

Judge: Hon. Lauri A. Damrell

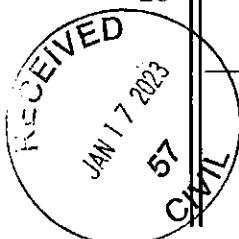
Filed: December 22, 2021

FAC Filed: March 10, 2022

Trial Date: None Set

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

BY FAX



1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
3 referenced case came before this Court, on January 13, 2023 at 9:00 a.m., in Department 28 before the
4 Honorable Lauri A. Damrell, presiding. Named Plaintiff Travis Blair ("Plaintiff") filed this putative
5 class action on December 22, 2021. The operative Complaint alleges that Clark Wagaman Designs
6 ("Defendant") failed to pay overtime wages, failed to provide meal periods or pay premiums in lieu
7 thereof, failed to provide rest periods or pay premiums in lieu thereof, failed to provide accurate wage
8 statements, failed to pay all final wages, failed to reimburse expenses, and engaged in unfair
9 competition. Plaintiff has also alleged Defendant is liable for civil penalties under the Private
10 Attorneys General Act ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs
11 as part of this Action. Defendant denied all of Plaintiff's claims and denied that this case was
12 appropriate for class treatment. No class has been certified. The class settlement was preliminarily
13 approved by this Court on September 1, 2022.

14 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
15 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
16 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
17 ("Agreement"). Any capitalized terms herein shall have the same meaning as set forth in the
18 Agreement. The Court, having received and considered Plaintiff's Motion for Final Approval of Class
19 Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice of
20 Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
21 FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All non-exempt, hourly employees who have worked, or continue to work,
27 for Clark Wagaman Designs and Clark Wagaman in California from
28 December 22, 2017, up to August 27, 2022.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes only and
2 is not intended to capture the claims at issue or limit or alter the released claims under the Agreement.

3 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
4 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
5 records, individuals who fall within the definition and the number of Class Members would make
6 joinder impractical. The commonality and predominance requirements are met for settlement purposes
7 since there are questions of law and fact common to Class Members. The common questions of law or
8 fact in this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above
9 by 1) failing to pay the correct regular rates of pay by failing to account for the value of non-
10 discretionary bonuses being paid in the same workweek as overtime premiums and paid sick time; 2)
11 failing to pay overtime wages to employees paid under a piece rate compensation system prior to
12 January 2020; 3) failing to authorize and permit all meal periods and keep track of whether employees
13 took meal periods; 4) failing to compensate for rest and recovery periods; and 5) failing to reimburse
14 employees for the use of personal items for work, such as personal cellphones and tools. The PAGA,
15 waiting time, wage statement, and unfair competition claims also derive from these violations.
16 Additionally, Class Members seek the same remedies under state law. The typicality requirement for
17 settlement purposes is also satisfied since the claims of the Class Representative is based on the same
18 facts and legal theories as those applicable to the class members.

19 The Court also finds that certifying the settlement class is required to avoid each Class Member
20 from litigating similar claims individually. This settlement will achieve economies of scale for Class
21 Members with relatively small individual claims and conserve the resources of the judicial system.

22 The Court finds that Plaintiff Travis Blair and Plaintiff's counsel, Galen T. Shimoda
23 Justin P. Rodriguez, and Brittany V. Berzin of Shimoda & Rodriguez Law, PC, to be adequate
24 representatives of the settlement class. The Court appoints them as Class Representative and Class
25 Counsel, respectively.

26 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

27 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
28 Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Agreement falls

1 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
2 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
3 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
4 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members
5 were able to object to the Agreement and its terms through the administration process and at a fairness
6 hearing or opt-out of being bound by the preliminarily approved Agreement. No objections were made
7 by Class Members and no Class Members opted out of the settlement. Because the Court finds the
8 Parties' settlement to have been agreed upon only after an extensive investigation and arms-length
9 negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the
10 Agreement and all terms therein as if stated here in full, including the \$220,000 Gross Settlement
11 Amount.

12 The Court approves of the \$10,000 PAGA Payment, which shall be paid from the Gross
13 Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
14 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
15 Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees
16 on a pro rata basis as described in the Agreement. The Court also finds that based on the facts of this
17 case and the disputed issues, the Agreement provides a recovery that creates an effective substantial
18 deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

19 The Court approves of the identified *cy pres* distribution plan wherein any checks issued to
20 Qualified Claimants and/or Aggrieved Employees that are not cashed by the deadline to do so shall be
21 donated equally, *i.e.*, 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. No portion
22 of the Gross Settlement Amount will revert to Defendant for any reason.

23 The releases and waivers for Class Members who did not opt out of being bound by the
24 Agreement (*i.e.*, Qualified Claimants), Aggrieved Employees, and the Class Representative are also
25 approved by the Court as set forth in the Agreement.

26 Class Counsel sought an award of attorneys' fees of \$77,000.00, attorney's costs of \$6,104.53,
27 an Enhancement Payment to the Class Representative in the amount of \$10,000, and for Claims
28 Administrator Costs in the amount of \$6,750.00. Defendant does not oppose these requests. The

1 Notice of Settlement sent to Class Members included information regarding these amounts and that they
2 would be requested in connection with final approval of the Agreement. Class Members have been
3 given the opportunity to object to these amounts and no objections have been submitted in any respect
4 whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly
5 rates, including prior fee awards in Sacramento County Superior Court at the requested rates, and the
6 amount of time expended in the litigation for the benefit of Class Members. The Court finds that the
7 rates requested and hours expended are reasonable. The Court has also reviewed the updated itemized
8 costs submitted by Class Counsel, the information provided by the Class Representative regarding the
9 efforts and burdens undertaken for the benefit of the class, and the cost information provided by the
10 Claims Administrator in its declaration. The Court finds that these amounts requested for attorneys' fees
11 and costs, the Enhancement Payment, and the Claims Administrator Costs are fair and reasonable,
12 and awarded as requested and deducted from the gross settlement amount. This finding is further
13 supported by the lack of objection by Class Members to these amounts. The difference between the
14 actual attorneys costs and Claims Administrator Costs awarded and the originally allocated \$10,000 for
15 each payment will be added to the Net Settlement Amount pursuant to the terms of the Agreement.

16 **III. APPROVAL OF DISTRIBUTION TO THE CLASS, THE NOTICE OF SETTLEMENT,**
17 **OPPORTUNITY TO OPT OUT OF, AND OBJECT TO, THE SETTLEMENT**

18 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
19 Exhibit A to the Declaration of Krystal Quiroz, fairly and adequately advised Class Members of the
20 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
21 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
22 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
23 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
24 proposed distribution of such notice by first class mail to each identified Class Member at his or her
25 most recent address based on a National Change of Address database search from the Class Members'
26 last known address and a skip trace on any Class Members who have the Notice of Settlement returned
27 as "undeliverable" or "not at this address" comported with all constitutional requirements, including
28 those of due process.

1 **IV. IMPLEMENTATION SCHEDULE**

2 Accordingly, with good cause shown, the Court hereby approves and orders that the following
3 implementation schedule be adhered to:

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Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day to fund settlement	As described in Section 5.1 of the Agreement
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after the settlement is fully funded
Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

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1 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
2 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
3 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
4 Agreement.

5 IT IS SO ORDERED.

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7 Date: 1/24/23

8 By: 
9 Judge of the Superior Court

10 LAURI A. DAMRELL
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