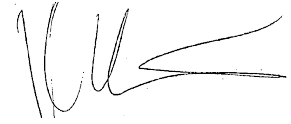


Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie Sohyun Oh (SBN 341157)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com

Attorneys for Plaintiff DONOVAN YOUNG

Electronically Filed
Superior Court of California
County of Santa Cruz
August 12, 2024
Clerk of the Court by Deputy,
Broughton, Karen



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

DONOVAN YOUNG, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SANTA CRUZ STAFFING, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 21CV03049

*[Assigned for all purposes to Hon. Syda K.
Cogliati, Dept. 5]*

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

*[Filed Concurrently with: (1) Plaintiff's Notice of
Motion and Motion for Final Approval of Class
and PAGA Action Settlement; (2) Declaration of
Donovan Young; (3) Declaration of Kane Moon;
(4) Declaration of Nick Castro on Behalf of ILYM
Group, Inc.; and (5) [Proposed] Final Judgment]*

FINAL APPROVAL HEARING:

Date: August 12, 2024
Time: 8:30 a.m.
Dept.: 5

Action Filed: December 22, 2021
Trial Date: Not Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 On April 16, 2024, the Court entered an Order Granting Preliminary Approval of Class Action
3 and PAGA Settlement (“Preliminary Approval Order”). Plaintiff Donovan Young’s (“Plaintiff”)
4 Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment
5 of attorneys’ fees and costs, a class representative service payment to Plaintiff, administration
6 expenses, and PAGA Penalties (collectively “Motion”), involving Defendants Santa Cruz Staffing,
7 LLC (“Defendant,” and together with Plaintiff, the “Parties”) came before Department 5 of this Court
8 on August 12, 2024, at 8:30 a.m. in *Young v. Santa Cruz Staffing, LLC.*, Santa Cruz County Superior
9 Court, Case No. 21CV03049 (the “Action”). The Court, having fully reviewed the Motion and the
10 declarations and exhibits filed in support thereof, as well as the records and documents on file in the
11 Action, including the Class Action and PAGA Settlement Agreement and Class Notice
12 (“Settlement”) attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff’s Motion
13 and the Notice of Class Action Settlement (“Class Notice”) attached as Exhibit A to the Settlement
14 and as Exhibit A to the Declaration of Nick Castro regarding notice and settlement administration,
15 and for GOOD CAUSE appearing, the Court hereby **ORDERS** and **DECREES** as follows:

16 1. The Court, for purposes of this Final Approval Order, refers to all terms and
17 definitions as set forth in the Settlement.

18 2. The Court finds that the Settlement appears to have been made and entered into in
19 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful
20 discovery and investigation conducted by Plaintiff and his counsel of record; is the result of serious,
21 informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the
22 requirements for final approval. In so finding, the Court has considered all the evidence presented,
23 including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of
24 the claims presented; the likely duration of further litigation; the settlement amount offered; the
25 extent of investigation and discovery completed; and the experience and views of Plaintiff’s Counsel.
26 The Court has further considered the absence of Class Member objections to, and Requests for
27 Exclusion from, the Settlement.

1 3. The Court finds that the settlement of Plaintiff's claim under the Private Attorneys
2 General Act, Labor Code §§ 2698, *et seq.* ("PAGA") is fair and reasonable. The Court further finds
3 evidence that Plaintiff has notified the California Labor and Workforce Development Agency (the
4 "LWDA") of the Settlement, provided a copy of the Settlement to the LWDA, and that the LWDA
5 has not objected or asserted any opposition thereto.

6 4. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules
7 of Court, and PAGA, the Court hereby **GRANTS** Plaintiff's Motion, **GRANTS** final approval of
8 the Settlement as set forth therein for settlement purposes only, and **ORDERS** Judgment be entered
9 in accordance with the terms herein.

10 5. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Class
11 Members, and Defendant and finally certifies and binds the following Class Members:

12 Any and all persons who worked for Defendant as non-exempt
13 employees in California at any time from December 22, 2017 to
 October 13, 2023 ("Class Period").

14 The PAGA release component of the Settlement shall bind the State of California with respect to
15 PAGA Members, defined as follows:

16 Any and all persons who worked for Defendant as non-exempt
17 employees in California at any time from December 22, 2020 to
 October 13, 2023 ("PAGA Period").

18 6. The Court finds Plaintiff has adequately represented the Class and finally appoints
19 Plaintiff as Class Representative.

20 7. The Court finds Kane Moon, Allen Feghali, and Julie Sohyun Oh of Moon Law
21 Group, PC, have adequately represented the Class and finally appoints them as Class Counsel.

22 8. The Court finds the Parties complied with the distribution of the Class Notice to the
23 Class in the manner and form set forth in the Preliminary Approval Order and, as a result, the Class
24 Notice provided to the Class was the best notice practicable under the circumstances, constituted due
25 and sufficient notice to all persons entitled to such notice, and all absent Class Members have been
26 had a full and fair opportunity to participate in the approval process by excluding themselves from,
27 or objecting to, the Settlement. Accordingly, the Court finds the Class Notice conformed with the
28 requirements of California Rules of Court 3.766 and 3.769.

1 9. The Court finds that the deadline for Class Members to submit a Request for
2 Exclusion, written objections to the Settlement, or challenge to the calculation of Class Workweeks
3 and/or PAGA Pay Periods was July 12, 2024.

4 10. The Court finds that no Requests for Exclusion were submitted. Accordingly, all Class
5 Members remain in the Settlement Class and are bound by this Final Approval Order and the
6 accompanying Final Judgment.

7 11. The Court finds that a full opportunity has been afforded to Class Members to object
8 to the Settlement and participate in the Final Approval Hearing. All Class Members and other persons
9 wishing to be heard have been heard and/or had an opportunity to be heard. No written objections
10 were received, and no Class Members appeared at the Final Approval Hearing to present any
11 objections.

12 12. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
13 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
14 and by operation of this Final Approval Order and the accompanying Final Judgment, Plaintiff, Class
15 Members, and PAGA Members will release claims against the Released Parties as follows:

16 12a. Released Parties are Defendant and all related companies, subsidiaries,
17 owners, shareholders, members, agents (including, without limitation, any investment bankers,
18 accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and
19 employees) predecessors, successors, and assigns.

20 12b. Plaintiff and his respective former and present spouses, representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
22 Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims
23 that were, or reasonably could have been, alleged, based on the facts contained, in the Operative
24 Complaint or otherwise occurring at any time up to the execution of this Agreement, all of which are
25 released under 6.2 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or
26 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
27 disability benefits, social security benefits, workers' compensation benefits that arose at any time, or
28

1 based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover
2 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
3 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
4 notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of
5 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
6 any, of section 1542 of the California Civil Code, which reads: "A general release does not extend to
7 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
8 time of executing the release and that, if known by him or her, would have materially affected his or
9 her settlement with the debtor or released party."

10 12c. All Participating Class Members, on behalf of themselves and their respective
11 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 release Released Parties from all claims that were alleged, or reasonably could have been alleged,
13 based on the Class Period facts stated in the Operative Complaint and ascertained in the course of
14 the Action, including but not limited to unpaid wages, overtime, missed meal and rest periods,
15 waiting time penalties, wages not timely paid during employment, wage statement violations, and
16 failure to keep requisite payroll records ("Released Claims"). Participating Class Members do not
17 release any other claims, including claims for vested benefits, wrongful termination, violation of the
18 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
19 compensation, or claims based on facts occurring outside the Class Period.

20 12d. All PAGA Members are deemed to release, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns, and as PAGA representatives of the State of California (including the LWDA) the
23 Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have
24 been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff's
25 PAGA notice to the LWDA ("Released PAGA Claims"). These include claims for PAGA penalties
26 on account of alleged unpaid wages, including overtime premiums, minimum wage violations,
27 missed meal and rest periods, waiting time penalties, wages not timely paid during employment,
28

wage statement violations, and failure to keep requisite payroll records. All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

13. The Court approves the Gross Settlement Amount of four hundred thousand dollars and zero cents (\$400,000.00), which shall be non-reversionary and which shall include (1) Individual Class Payments, (2) Individual PAGA Payments, (3) the LWDA PAGA Payment, (4) Class Counsel Attorneys' Fees, (5) Class Counsel Litigation Costs, (6) the Class Representative Service Payment, and (7) the Settlement Administration Costs, payable under this Settlement and in keeping with the subparagraphs below:

13a. Individual Class Payments to Participating Class Members. The Court approves the methodology used to calculate each Participating Class Member's Individual Class Payment amount as detailed in the Settlement, and further approves payments of those amounts to Participating Class Members as Individual Class Payments.

13b. Individual PAGA Payments to Aggrieved Employees. The Court approves the payment of seven thousand, five hundred dollars, and zero cents (\$7,500.00) as the aggregate Individual PAGA Payments to Aggrieved Employees, the methodology used to calculate each Aggrieved Employees' Individual PAGA Payment amount as detailed in the Settlement, and approves payments of those amounts to Aggrieved Employees as Individual PAGA Payments. The Court further finds the foregoing amount constitutes twenty-five percent (25%) of the aggregate settlement amount designated as PAGA Penalties.

13c. LWDA PAGA Payment. The Court approves the payment of twenty-two thousand, five hundred dollars, and zero cents (\$22,500.00) to the LWDA for the settlement of the Released PAGA Claims. The Court finds the foregoing amount constitutes seventy-five percent (75%) of the aggregate settlement amount designated as PAGA Penalties.

13d. Attorneys' Fees to Class Counsel. The Court approves the payment of one hundred thirty-three thousand, three hundred thirty-three dollars, and thirty-three cents (\$133,333.33), which is one-third (1/3) of the Gross Settlement Amount, as Attorneys' Fees payable to Class Counsel in recognition of Class Counsel's diligent representation of Plaintiff and Class

1 Members and the contingent risks Class Counsel undertook in litigating the Action because the Court
2 determines the award of such fees is fair and reasonable. The Court finds Class Counsel's request for
3 attorneys' fees is reasonable under both the common fund method and under the lodestar method
4 with application of a multiplier. The Court further finds that the number of hours Class Counsel spent
5 prosecuting the Action is reasonable, and that Class Counsel's hourly rates are reasonable and in line
6 with rates prevailing in the community. Application of a multiplier is appropriate given the
7 contingent risk incurred by Class Counsel, the difficulty of the questions involved, the substantial
8 benefit conferred on the Class as a result of the Settlement, and the skill displayed by Class Counsel.

9 13e. Class Counsel's Litigation Costs. The Court approves the payment of fifteen
10 thousand, two hundred forty-seven dollars and seventy-eight cents (\$15,247.78) to Class Counsel for
11 reimbursement of Class Counsel's litigation expenses incurred in litigating and resolving the Action
12 because the Court determines the award of such costs is fair and reasonable and that such costs were
13 actually incurred.

14 13f. Class Representative Service Payment to Plaintiff. The Court approves the
15 payment of eight thousand dollars, and zero cents (\$8,000.00) as a Class Representative Service
16 Payment to Plaintiff, separate and apart from any amounts due to Plaintiff as an Individual Class
17 Payment or Individual PAGA Payment.

18 13g. Administration Expenses Payment to the Administrator. The Court approves
19 the payment of fourteen thousand, nine hundred ninety-nine dollars, and zero cents (\$14,995.00) as
20 Settlement Administration Costs to the Settlement Administrator, ILYM Group, Inc., which the
21 Court finds has fulfilled its initial notice and reporting duties.

22 14. Defendant is ordered to fully fund the Gross Settlement Amount, as well as the
23 amounts necessary to fully pay their share of payroll taxes owed on the Wage Portions of Individual
24 Class Payments, by transmitting the funds to the Administrator as follows: (a) 50% of the Gross
25 Settlement Amount shall be paid no later than October 13, 2024, provided that no appeal of the Final
26 Approval Order has been filed or any such appeal has been finally resolved; and (b) the remaining
27 50% of the Gross Settlement Amount and all employer payroll taxes shall be paid on or before April
28

1 13, 2025, or six months after the first installment if the initial payment is delayed past October 13,
2 2024 by reason of an appeal of the Final Approval.

3 15. The Settlement Administrator is ordered to disburse settlement funds within 14 days
4 after the Gross Settlement Amount is fully funded.

5 16. Pursuant to California Code of Civil Procedure section 384, following the expiration
6 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
7 Administrator shall transmit those amounts to the California State Controller's Unclaimed Property
8 Fund in the name of each Class Member who failed to cash their settlement check prior to the void
9 date.

10 17. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
11 Order and the accompanying Final Judgment will be given to the Class by the Administrator, who
12 will include a copy of the Final Approval Order and Judgment in the mail for settlement payment
13 check to Class Members. Pursuant to the Rules of Court, Rule 3.771(b), the Settlement
14 Administrator's mailing of this Final Approval Order and Judgment shall be deemed due and
15 sufficient notice of entry.

16 18. This Final Approval Order and the accompanying Final Judgment are intended to
17 be a final disposition of the Action in its entirety and are intended to be immediately appealable.

18 19. The obligations set forth in the Settlement are deemed part of this Final Approval
19 Order and the accompanying Final Judgment, and the Parties and Administrator are ordered to carry
20 out the Settlement according to its terms and provisions. The Court authorizes the Parties to utilize
21 all reasonable procedures to effectuate those ends, which are materially consistent with this Final
22 Approval Order and the Settlement.

23 20. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 21. Following entry of this Final Approval Order and the accompanying Final Judgment,
26 and without affecting the finality thereof, pursuant to Code of Civil Procedure section 664.6 and
27 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction over the Parties, Participating Class
28

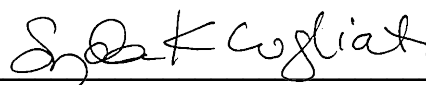
1 Members, and the LWDA with respect to enforcement of this Final Approval Order and the
2 accompanying Final Judgment, including, but not limited to, all matters related to the interpretation,
3 administration, and consummation of the Settlement.

4 22. The Settlement is not an admission by Defendant of the merits of any claims in the
5 Action or of any wrongdoing. Neither the Settlement, nor any document referenced therein, nor any
6 action taken to carry out this Settlement, shall be (a) construed as or used as an admission of liability
7 or an admission that any of Defendant's defenses in the Action are with or without merit, or (b)
8 disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for
9 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and
10 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred
11 by the Settlement.

12 23. The Court sets a Non-Appearance Case Review re: Final Report and Distribution of
13 Settlement Funds on **February 10, 2025** at **8:30 am** in Department 5 (i.e., no less than
14 240 days from this Final Approval Order). The Court orders Class Counsel to file a final report and
15 declaration by the Administrator regarding settlement distribution no later than five (5) court days
16 prior to the Case Review. No appearance will be required at the Case Review if the Administrator's
17 declaration reports that all the distributions under the Settlement are complete.

18 **IT IS SO ORDERED.**

19 DATE: **8/12/2024 11:17:07 AM**

20 
THE HONORABLE SYDA K. COGLIATI
Judge of the Superior Court, Santa Cruz County