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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SANTANNA FRANKLIN and JOSE
COJULUN, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiffs,

v.

MELROSE FACILITY MANAGEMENT,
LLC, a South Dakota limited liability
company; RESEDA DISCOUNT
CORPORATION, a California corporation;
RABBITSWAG INC. DBA PLUG PLAY, a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 22STCV06205

Assigned for All Purposes to:
Honorable Kenneth R. Freeman
Department 14

CLASS ACTION

**AMENDED ~~PROPOSED~~ ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: January 4, 2024
Hearing Time: 10:00 a.m.
Hearing Place: Department 14

Complaint Filed: February 18, 2022
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

01/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

1 The Court, having read the papers filed regarding Plaintiffs Santanna Franklin and Jose
2 Cojulun's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering
3 the papers submitted in support of the motion, including the Amended Class Action and PAGA
4 Settlement Agreement and Class Notice ("Settlement Agreement," "Settlement," or
5 "Agreement"), hereby **FINDS AND ORDERS:**

6 Plaintiffs and Defendants Melrose Facility Management, LLC, Reseda Discount
7 Corporation, and Rabbitswag Inc. ("Defendants") entered the Settlement Agreement on or about
8 July 8, 2023 to settle this lawsuit.

9 The Court entered an order dated July 25, 2023 preliminarily approving the settlement of
10 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
11 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, providing
12 Class Members with an opportunity to object to the Settlement or exclude themselves from the
13 Class, and scheduling a Final Approval Hearing.

14 The Court held a Final Approval Hearing on January 4, 2024 to determine whether to
15 give final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Amended Order of Final Approval and
17 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
18 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
19 set forth in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
21 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
22 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
23 including jurisdiction to approve the Settlement and grants final certification of the Class.

24 3. Final Class Certification. The Court finds the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
27 exempt employees of Defendants within the State of California at any time during the period
28 from February 18, 2018 to March 21, 2023 ("Class," "Class Members," and "Class Period").

1 There are seventy-three (73) Class Members who did not submit valid and timely Requests for
2 Exclusion from the Settlement (“Participating Class Members”).

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the
4 Class for the purposes of entering and implementing the Settlement and satisfied the
5 requirements of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Court Approved Notice of Class Action and
7 PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
8 distribution to Class Members were implemented pursuant to the Settlement and this Court’s
9 Preliminary Approval Order. The Court also finds the Class Notice:

- 10 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
11 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
12 Agreement and their rights; (iii) their right to object to any aspect of the
13 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
14 Agreement; (v) their right to receive settlement payments; (vi) their right to
15 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
16 judgment in this lawsuit on all Participating Class Members;
- 17 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
18 section 382, California Rule of Court 3.769, and due process;
- 19 c. constitutes the best practicable notice to Class Members under the circumstances
20 of this lawsuit; and
- 21 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

22 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
23 any action to enforce the terms and provisions of the Settlement Agreement.

24 7. Final Settlement Approval. The terms and provisions of the Settlement
25 Agreement have been entered into in good faith and are the product of arm’s-length negotiations
26 by experienced counsel who have carried out a meaningful investigation of the claims. The
27 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
28

reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release by Participating Class Members. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

a. Release by Aggrieved Employee. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

b. Plaintiffs’ Release. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiffs’

Release. Furthermore, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

- c. Released Parties. The Released Parties include Defendants and each of their former and present directors, officers, shareholders or stockholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and agents.

10. Class Representative Service Payments. The Court finds the Class Representative Service Payments of \$7,500, to be paid by Defendants to each Plaintiff out of the Gross Settlement Amount (totaling \$15,000), to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

- a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (1) risk to the class representatives in commencing suit; (2) notoriety and personal difficulties; (3) amount of time and effort spent by the class representatives; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

- b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the risks inherent in the services as the class representatives, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payments of \$7,500 to each Plaintiff.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$95,000, to be paid by Defendants to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In addition, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$10,867.15, to be paid by Defendants to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendants shall not

1 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
2 Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendants shall
3 also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
4 incurred by Plaintiffs or Class Members in connection with or related in any manner to this
5 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and
6 Released PAGA Claims.

7 a. The Court has an independent right and responsibility to review the Class Counsel
8 Fees Payment and only award so much as it determines reasonable. (See
9 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
10 127-28.) The Class Counsel Fees Payment of \$95,000 is one-third (1/3) of the
11 common fund created for the benefit of the Class and is supported by use of the
12 percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1
13 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken,
14 difficult nature of this litigation, skills required, percentage fees award in previous
15 and other cases, and contingent fees charged in the marketplace, the Court finds
16 the Class Counsel Fees Payment is consistent with the marketplace, is reasonable,
17 and is approved.

18 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
19 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
20 seek reimbursement of up to \$25,000 in litigation costs. The Court finds Class
21 Counsel expended \$10,867.15 in litigation costs, and such costs were reasonable.
22 Thus, the Court approves the payment of the Class Counsel Litigation Expenses
23 Payment of \$10,867.15 from the common fund for the reimbursement of Class
24 Counsel's litigation costs.

25 12. Administration Expenses Payment. The Court finds Administration Expenses
26 Payment of \$5,950, to be paid by Defendants to the Administrator out of the Gross Settlement
27 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
28 pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Yami Burns from Phoenix Class Action Administration Solutions, the Court-approved Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$5,950 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, seventy-five percent (75%) of which (\$15,000) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$5,000) shall be distributed to Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding the Settlement. Defendants shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date. Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the Administrator will mail settlement checks to the appropriate persons and entities.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of David Phillips, an experienced and well-respected mediator.

a. The fairness of the Settlement is demonstrated by there being no objections to and no requests for exclusion from the Settlement.

b. The fairness of the Settlement is further illustrated by the gross *average* Individual Class Payment being approximately \$1,759.35, and the gross *highest* Individual Class Payment being about \$5,009.79.

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1 16. Uncashed Checks. Class Members must cash or deposit their settlement checks
2 within one hundred eighty (180) days after the checks are mailed to them. Uncashed settlement
3 checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund
4 in the name of the Class Member.

5 17. Modification of Agreement. The Participating Class Members are hereby
6 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
7 written instrument signed by all Parties or their representatives and approved by the Court. Such
8 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
9 the rights of Participating Class Members under the Agreement.

10 18. Final Accounting and Compliance. The Court sets a compliance hearing on
11 October 11, 2024 at 4:00 p.m. in Department 14. Plaintiffs shall file a compliance status report
12 by noon on October 9, 2024. Pursuant to Code of Civil Procedure section 384, the compliance
13 status report shall specify the total amount paid to Class Members and the residual of the
14 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
15 in the Settlement Agreement.

16 19. Notice of Final Judgment. Notice of final judgment will be provided to the Class
17 Members by posting the signed Order and Judgment on the Administrator's static website.

18 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
19 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
20 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
21 and for any other necessary purpose, including, without limitation:

- 22 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
23 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
24 arise out of the Settlement or this Order and Judgment;
- 25 b. entering such additional orders as may be necessary or appropriate to protect or
26 effectuate this Order and Judgment approving the Settlement, and permanently
27 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
28 the fair and orderly administration of the Settlement; and

1 c. entering any other necessary or appropriate orders to protect and effectuate this
2 Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
5 GRANTED. The Administrator is directed to carry out the terms of the Settlement Agreement
6 forthwith.

7 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
8 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
9 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
10 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
11 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
12 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
13 THE JUDGMENT THEREON.

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15 IT IS SO ORDERED.

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17 DATED: 01/05/2024




HONORABLE KENNETH R. FREEMAN
SUPERIOR COURT JUDGE
Kenneth R. Freeman/Judge

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On January 8, 2024, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Franklin, et. al v. Melrose Facility Management, LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 856639-21**
Court Case No.: 22STCV06205
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 8, 2024 at Pasadena, California.



Mariah Anderson