

Jeremy F. Bollinger (SBN 240132)
Dennis F. Moss (SBN 77512)
Ari E. Moss (SBN 238579)
MOSS BOLLINGER LLP
15300 Ventura Blvd., Ste. 207
Sherman Oaks, California 91403
Telephone: (310) 982-2984
Facsimile: (818) 963-5954
jeremy@mossbollinger.com
ari@mossbollinger.com

Attorneys for Plaintiff SILVESTRE GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

SILVESTRE GONZALEZ, an individual, on
behalf of himself and other similarly aggrieved
employees and the State of California

Plaintiff,

v.

FLETCHLINCE, INC., a Tennessee
corporation; **HYDE GROUP, LLC**, a Nevada
limited liability company; and **DOES 1-50**,

Defendants.

Case No.: **STK-CU-UOE-2022-0003439**

[Assigned to Hon. Blanca Banuelos, Dept.
10B]

CLASS ACTION

~~PROPOSED~~ **FINAL ORDER
APPROVING CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE;
AND JUDGMENT**

Date: January 31, 2024

Time: 9:00 a.m.

Dept. 10B

1 The above-referenced class action ("Action") having come before the Court on January
2 31, 2024, for a hearing and Final Order Approving Class Settlement and Judgment ("Final
3 Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval
4 Order"), filed and entered August 29, 2023, and as set forth in the Class Action and PAGA
5 Settlement Agreement and Class Notice and the Exhibits attached thereto (hereafter collectively,
6 the "Settlement Agreement") in the Action, and due and adequate notice having been given to all
7 Class Members, and Aggrieved Employees, as required in the Preliminary Approval Order, and
8 the Court having considered all papers filed and proceedings had herein and otherwise being fully
9 informed and good cause appearing therefore,

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the
12 definitions in the Settlement Agreement, and all defined terms herein shall have the same
13 meaning as set forth in the Settlement Agreement.

14 2. Consistent with the definitions in the Settlement Agreement, the term "Class" is
15 defined as all current and former non-exempt, hourly-paid employees who worked for
16 Fletchline as direct employees, or through Hyde Group LLC, in California at any time during
17 the period from May 5, 2018, through June 8, 2023. "Aggrieved Employees" are all current and
18 former non-exempt, hourly paid employees who worked for Fletchline as direct employees, or
19 through Hyde Group, in California at any time from February 28, 2021, through June 8, 2023.
20 For purposes of the Settlement and this Final Order, "Released Parties" shall mean Fletchline
21 Inc. and Hyde Group LLC, and each of their past, present, and future direct or indirect parents,
22 subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and
23 future officers, directors, employees, partners, members, shareholders and agents, attorneys,
24 insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.
25 This Court has jurisdiction over the subject matter of this Action and over all Parties to this
26 Action, including all Settlement Class Members.

27 3. Distribution of the Notice directed to the Settlement Class Members as set forth
28 in the Settlement Agreement and the other matters set forth therein has been completed in

1 conformity with the Preliminary Approval Order, including individual notice to all Settlement
2 Class Members who could be identified through reasonable effort, and the best notice
3 practicable under the circumstances. The Notice provided due and adequate notice of the
4 proceedings and of the matters set forth therein, including the proposed Settlement set forth in
5 the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied
6 the requirements of due process. All Participating Class Members, Aggrieved Employees,
7 Released Class Claims and Released PAGA Claims are covered by and included within the
8 Settlement and this Final Order.

9 4. The Court hereby finds the Settlement was entered into in good faith pursuant to
10 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
11 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
12 standards and applicable requirements for final approval of this Class Action and PAGA
13 Settlement under California law, including the provisions of California Code of Civil Procedure
14 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
15 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

16 5. The Court hereby approves the Settlement set forth in the Settlement Agreement,
17 and finds that the Settlement, including the non-reversionary Gross Settlement Amount (which
18 is Four Hundred Seventy-Five Thousand Dollars [\$475,000]) is, in all respects, fair, adequate
19 and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The
20 Court finds that the Settlement has been reached as a result of intensive, serious and
21 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate
23 their respective positions. The Court also finds that Settlement at this time will avoid additional
24 substantial costs, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of
26 the Settlement and recognizes the significant value to the Settlement Class Members. The
27 Court also finds that the Class is properly certified as a class for settlement purposes only.

28 6. As of the date of entry of this Final Order, each and every Released Class Claim

(as defined in the Settlement Agreement and set forth below) of each and every Participating Settlement Class Member and the Released PAGA Claims of each and every Aggrieved Employee is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representative, and each and every Settlement Class Member who has not submitted a valid request for exclusion ("Participating Settlement Class Member(s)") shall be deemed to fully forever, irrevocably and unconditionally release, and discharge Defendants and the Released Parties from all claims and damages alleged in the operative complaint or reasonably arising from any of the facts alleged in Plaintiff's operative complaint for damages, including Defendants' alleged violation of the California Business and Professions Code Sections 17200 et seq. for, inter alia, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business related expenses, as well as all claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendants' alleged unfair business practices stemming from these alleged Labor Code violations ("Released Class Claims"). In addition, all Aggrieved Employees shall be deemed to fully and forever, irrevocably and unconditionally release, and discharge the Released Parties from any and all claims and damages arising under the Private Attorney General Act of 2004 ("PAGA"), as alleged in the First Amended Complaint filed by Plaintiff. ("Released PAGA Claims").

7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as, an admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or

1 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
2 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
3 with regard to the denials or defenses by Defendants, or any of the other Released Parties, and
4 shall not be offered in evidence in any action or proceeding in any court, administrative agency
5 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
6 Order, the Settlement Agreement, the Released Class Claims and Released PAGA Claims, or
7 any related agreement or release. Notwithstanding these restrictions, any of the Released
8 Parties may file in the Action, or submit in any other proceeding, the Final Order, the
9 Settlement Agreement, and any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of
11 claim or issue preclusion or similar defense as to the Released Class Claims and Released
12 PAGA Claims.

13 8. The Court hereby enters judgment in the entire Action as of the filing date of this
14 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
15 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
16 interpretation, implementation and enforcement of the Settlement and all orders entered in
17 connection therewith pursuant to California Code of Civil Procedure section 664.6.

18 9. The Court finds the settlement payments provided for under the Settlement to be
19 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
20 payments to be made and administered in accordance with the terms of the Settlement
21 Agreement.

22 10. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, and Ari E.
23 Moss of Moss Bollinger LLP as Class Counsel in the Action.

24 11. Pursuant to the terms of the Settlement, and the authorities, evidence and
25 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
26 the amount of \$166,250, and attorneys' costs in the amount of \$9,272.27 from the Gross
27 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
28 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the

1 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
2 Paragraph shall be administered pursuant to the terms of the Settlement Agreement and
3 transferred and/or made payable to Class Counsel in the Action.

4 12. The Court also hereby approves and orders a service award to Plaintiff and Class
5 Representative Silvestre Gonzalez in the amount of \$10,000.00 from the Gross Settlement
6 Amount. \$9,000 - RB

7 13. The Court also hereby approves and orders payment in the amount of ~~\$8,000~~ from
8 the Gross Settlement Amount for 75% of the PAGA penalties, payable to the California Labor &
9 Workforce Development Agency ("LWDA"). The Court finds and determines that the parties
10 have satisfied the requirements of Section 2699(1)(2) of PAGA, by submitting the Settlement
11 Agreement to the LWDA.

12 14. The Court also hereby approves and orders payment from the Gross Settlement
13 Amount for actual Administration Costs incurred by the Settlement Administrator, Phoenix
14 Settlement Administrators, in the amount of \$8,508.36.

15 15. The Court also hereby approves and orders that any monies remaining in the
16 distribution account shall be distributed to Bet Tzedek Legal Services for the benefit of its
17 Employment Rights Clinic as the cy pres recipient pursuant to California Code of Civil
18 Procedure Section 384, subd. (b).

19 16. The Court also hereby finds and orders that the Settlement Agreement is and
20 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and the
21 Released PAGA Claims against Defendants and the Released Parties.

22 17. Provided the Settlement becomes effective under the terms of the Settlement
23 Agreement, the Court also hereby orders that Defendants will pay the Gross Settlement Amount
24 to the Settlement Administrator within fourteen (14) calendar days of the Effective Date defined
25 in the Settlement Agreement, and that the Settlement Administrator will mail the Court-
26 approved Individual Settlement Payments to Participating Class Members and Aggrieved
27 Employees, including Plaintiff's Service Award, within fourteen (14) calendar days, after such
28 payment is received by the Settlement Administrator. Within fourteen (14) calendar days of

1 Defendants' funding of the Settlement, the Settlement Administrator will mail all Court-
2 approved payments to Class Counsel and the LWDA.

3 18. The Court also hereby finds that there were no objections to the Settlement
4 raised by any person on the record at the hearing on the Final Order.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

6 Dated: 1/31/24

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9 JUDGE OF THE SUPERIOR COURT
10 **BLANCA A. BAÑUELOS**