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ANA LILI CAMPOS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

ANA LILI CAMPOS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

GRINDSTONE ENTERPRISE LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV007673

*Assigned for All Purposes to: Hon. Michael
Markman, Dept. 23*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: March 20, 2025
Hearing Time: 10:00 a.m.
Dept.: 23

Complaint filed: February 28, 2022
Trial Date: None Set

~~**PROPOSED**~~ **ORDER**

Plaintiff Ana Lili Campos’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement came regularly for hearing before this Court on March 20, 2025, pursuant to California Rule of Court 3.769 and this Court’s August 20, 2024 Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”). Having considered the parties’ Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and **HEREBY ORDERS THE FOLLOWING:**

1. Final judgment is hereby entered in conformity with the Settlement and this Court’s Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as:

All current and former non-exempt employees of Defendant Grindstone Enterprise LLC (“Defendant”) who were employed by Defendant in the state of California at any time from February 28, 2018 through July 1, 2023.

3. Plaintiff Ana Lili Campos is hereby confirmed as the Class Representative, and Heather Davis and Amir Nayebdadash of Protection Law Group, LLP and Cody Payne and Kim Nguyen of Payne Nguyen, LLP are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, which was approved by the Court on August 20, 2024, and the notice process has been completed in conformity with the Court’s Orders. The Court finds that said notice was the best

1 notice practicable under the circumstances. The Court Approved Notice of Class Action
2 Settlement and Hearing Date for Final Court Approval (“Class Notice”) provided due and
3 adequate notice of the proceedings and of the matters set forth therein, informed Class Members
4 of their rights, and fully satisfied the requirements of California Code of Civil Procedure section
5 1781(e), California Rule of Court 3.769, and due process.

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

13 6. The Court hereby approves the settlement set forth in the Settlement Agreement
14 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
15 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
16 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
17 Court further finds that the Parties have conducted extensive investigation and research, and
18 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
19 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the
20 delay and risks that would be presented by the further prosecution of the Action. The Court has
21 reviewed the benefits that are being granted as part of the Settlement and recognizes the
22 significant value to the Class Members. The Court also finds that the Class is properly certified
23 as a class for settlement purposes only.

24 7. Upon the complete funding of the Gross Settlement Amount and all applicable
25 employer-side payroll taxes by Defendant, Plaintiff and Participating Class Members shall
26 release Defendant and each of its former and present directors, officers, shareholders, owners,
27 members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates
28 (collectively the “Released Parties”) from all claims that were alleged, or reasonably could have

1 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained
2 in the course of the Action (“Released Class Claims”). Additionally, the Plaintiff, as proxy and
3 agent of the California Labor Workforce Development Agency (“LWDA”), is releasing the
4 claims of the LWDA. The LWDA is therefore deemed to release the Released Parties from all
5 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
6 the PAGA Period facts stated in the PAGA Notice, including California Labor Code sections
7 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 227, 227.3, 245.5, 246(j), 510, 512(a), 558,
8 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, and 2699(f)(2).

9 8. Upon the complete funding of the Gross Settlement Amount, Plaintiff Ana Lili
10 Campos, for herself only, also generally releases and discharges the Released Parties from all
11 claims, transactions, or occurrences that occurred during the Class Period. Specifically, Plaintiff
12 Aquino waives all rights and benefits afforded by California Civil Code Section 1542, which
13 provides:

14 A general release does not extend to claims that the creditor or releasing party
15 does not know or suspect to exist in his or her favor at the time of executing the
16 release, and that if known by him or her would have materially affected his or her
17 settlement with the debtor or Released Party.

18 This release specifically excludes claims for unemployment insurance, disability, social
19 security, and workers compensation (with the exception of claims arising pursuant to California
20 Labor Code Sections 132(a) and 4553).

21 9. The Court finds that no Class members opted out of the Class and that the
22 participation rate of 100% of the Class in the Settlement supports final approval.

23 10. The Court finds that there have been no objections to the Settlement.

24 11. The Court hereby approves the Settlement as set forth in the Settlement
25 Agreement as fair, adequate and reasonable, and directs the parties to effectuate the Settlement
26 Agreement according to its terms.

27 12. The Court orders that Defendant shall fully fund the Settlement within fourteen
28 (14) days of the Effective Date (as defined in the Agreement). Defendant shall deposit the

1 amount with Phoenix Settlement Administrators (“Administrator”) as provided for in the
2 Settlement Agreement.

3 13. The Court finds that the Class Representative Service Payment, as provided for in
4 the Settlement, is fair, reasonable, and adequate, and approves and orders the payment of
5 \$5,000.00 to Plaintiff Ana Lili Campos in accordance with the terms of the Settlement.

6 14. The Court finds that attorneys’ fees in the amount of \$12,333.33 and litigation
7 costs of \$4,000.00 for Class Counsel are fair, reasonable, and adequate, and orders that the
8 Administrator distribute these payments to Class Counsel in accordance with the terms of the
9 Settlement. The Court directs the Administrator to issue payment in the amount of \$11,100.00 to
10 Class Counsel as their attorneys’ fees and to retain \$1,233.33 (i.e., 10% of the Class Counsel
11 Fees Payment) in the Administrator’s settlement fund until the completion of the distribution
12 process and court approval of final accounting, in accordance with the Agreement and
13 Preliminary Approval Order.

14 15. The Court orders payment in the amount of \$1,875.00 (75% of \$2,500.00) from
15 the Gross Settlement Amount for PAGA penalties, shall be made payable to the California Labor
16 Workforce Development Agency; and the remaining \$625.00 (25% of \$2,500.00) shall be
17 distributed to the Aggrieved Employees as set forth in the Settlement Agreement.

18 16. The Court orders that the Administrator be paid \$2,000.00 from the Gross
19 Settlement Amount for all of its work done and to be done until the completion of this matter and
20 finds that sum appropriate.

21 17. The Court hereby approves and orders payment of individual settlement payments
22 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
23 forth in the Agreement.

24 18. The Court also hereby approves and orders that any checks distributed from the
25 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
26 days after being issued shall be void. All funds from uncashed settlement checks shall be
27 distributed to Community Legal Aid SoCal, the *cy pres* recipient, in accordance with California
28 Code of Civil Procedure section 384.

1 19. Provided the Settlement becomes effective under the terms of the Agreement, the
2 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
3 payments, attorneys' fees and costs, and Class Representative Service Payment is as set forth in
4 the Agreement.

5 20. Neither the Settlement nor any of the terms set forth in the Settlement is an
6 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
7 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
8 Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein,
9 nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an
10 admission by or against Defendant, or any of the other Released Parties, of any fault,
11 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
12 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
13 be evidence of, an admission or concession with regard to the denials or defenses by Defendant,
14 or any of the other Released Parties, and shall not be offered in evidence in any action or
15 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
16 other than to enforce the provisions of this Final Order, the Agreement, the Released Class
17 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
18 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
19 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
20 to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue
21 preclusion or similar defense as to the Released Class Claims.

22 21. Without affecting the finality of this Judgment, the Court shall retain continuing
23 jurisdiction over this action and the parties, including all Class Members, and over all matters
24 pertaining to the implementation and enforcement of the terms of the Settlement pursuant to
25 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
26 as provided to the contrary herein, any disputes or controversies arising with or with respect to
27 the interpretation, enforcement, or implementation of the Settlement shall be presented to the
28 Court for resolution.

22. A non-appearance case review regarding the disbursement of settlement payments is set for Nov. 6, 2025, at 10am ~~a.m./p.m.~~ A final report shall be submitted at least five (5) court days in advance of the non-appearance case review.

IT IS SO ORDERED.

DATED: 03/24/2025

By: 
HON. MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT
Michael Markman / Judge