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FILED: 9/19/2024

San Luis Obispo Superior Court

By: Simms, Chelsie

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO

JESUS MARTINEZ RAMIREZ, an
individual, on behalf of himself, others
similarly situated, and as a private attorney
general on behalf of the State of California,

Plaintiff,

v.

HALL MANAGEMENT CORP., a California
Corporation, and DOES 1 thru 50, inclusive,

Defendants.

Case No.: 22CVP-0065

[Assigned For All Purposes to the Hon. Craig
van Rooyen, Dept. 2]

~~PROPOSED~~ JUDGMENT

Complaint Filed: March 18, 2022

Trial Date: None Set

~~PROPOSED~~ JUDGMENT

1 The Motion for Final Approval of Class Settlement and for Attorneys' Fees and Costs (the
2 "Final Approval Motion") was heard on July 11, 2024 in Department 2, of the above titled court.
3 On July 11, 2024, the Court granted Plaintiff's Motion for Final Approval of Class Action
4 Settlement. A true and correct copy of the Court's July 11, 2024 Order granting final approval is
5 attached hereto as Exhibit A. In order to allow the Parties to effectuate their Settlement in
6 accordance with the terms of the Court's July 11, 2024 Final Approval Order, the Court hereby
7 makes and enters the following judgment:

8 IT IS HEREBY ORDERED, ADJUSTED, AND DECREED AS FOLLOWS:

9 1. All terms used in this Order Granting Final Approval of Class Action Settlement
10 and Attorneys' Fees and Costs (the "Order") shall have the same meanings given as those terms
11 are used and/or defined in the Parties' Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter.

13 3. The Court was satisfied that ILYM Group, which functioned as the Settlement
14 Administrator, completed the distribution of the Notices of Settlement to the Class Members in a
15 manner that comports with the requirements of California Code of Civil Procedure section 382,
16 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
17 United States Constitutions, and other applicable law, and constitutes the best notice practicable
18 under the circumstances. The Notice of Settlement informed the potential Class Members of the
19 Settlement terms, their rights to do nothing and receive their Settlement share, their rights to
20 submit a Request for Exclusion, their rights to comment on or object to the Settlement, and their
21 rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
22 Adequate periods of time to respond and to act were provided by each of these procedures. Based
23 on evidence and other material submitted, the actual notice to the class was adequate.

24 4. The Court found that the instant action presented a good faith dispute of the claims
25 alleged, and the Court found in favor of settlement approval.

26 5. One potential Class Member submitted a request for exclusion. As such, that
27 individual is not a member of the Class and is not bound to the release contained in the Settlement
28 Agreement.

1 6. No Class Members submitted an objection.

2 7. The Court approved the Settlement of the above-captioned action, as set forth in
3 the Settlement Agreement and each of the releases and other terms, as being entered into in good
4 faith, fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are
5 directed to perform in accordance with the terms set forth in the Settlement Agreement.

6 8. The Settling Parties are to bear their own costs, except as otherwise provided in the
7 Settlement Agreement.

8 9. For settlement purposes only, the Court finally certified the Class as defined in the
9 Party's Settlement Agreement and as follows: all individuals employed by Defendant as a non-
10 exempt employee in California at any point during the Class Period and who did not sign an
11 arbitration agreement with Defendant. The Class Period is defined as August 12, 2020 through
12 April 19, 2023.

13 10. The Court deemed this definition sufficient for the purpose of California Rule of
14 Court 3.765(a), and solely for the purpose of effectuating the Settlement. The Court also found
15 and concluded that: (a) the Class Members are ascertainable and so numerous that joinder of all
16 members is impracticable; (b) there are questions of law or fact common to the Settlement Class
17 Members, and there is a well-defined community of interest among the Settlement Class
18 Members with respect to the subject matter of the Action; (c) the claims of the Class
19 Representative are typical of the claims of the Class Members; (d) the Class Representative has
20 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
21 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
22 record for the Class Representative, *i.e.*, Class Counsel is qualified to serve as counsel for
23 Plaintiff in their individual and representative capacity and for the Settlement Class.

24 11. The Court appointed and confirmed Plaintiff Jesus Martinez Ramirez as Class
25 Representative.

26 12. The Court found David S. Winston of Winston Law Group, P.C. to be adequate
27 Class Counsel and appointed David S. Winston and Winston Law Group, P.C. as Class Counsel.
28

1 13. Upon the Effective Date (the first business day after the Court enters Judgment),
2 the Class Representative and each of the Settlement Class Members shall be deemed to have, and
3 by operation of this Order and Judgment shall have, fully, finally, and forever released,
4 relinquished, and discharged the Released Class Claims, as defined in the Settlement Agreement.
5 Upon the Effective Date, all Settlement Class Members shall be and are hereby permanently
6 barred and enjoined from the institution or prosecution of any and all of the Released Class
7 Claims as provided by the terms of the Settlement.

8 14. Upon the Effective Date (the first business day after the Court enters Judgment),
9 the State of California and the aggrieved employees shall be deemed to have, and by operation of
10 this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
11 discharged the Released PAGA Claims, as defined in the Settlement Agreement. Upon the
12 Effective Date, the State of California and the Aggrieved Employees shall be and are hereby
13 permanently barred and enjoined from the institution or prosecution of any and all of the Released
14 PAGA Claims as provided by the terms of the Settlement.

15 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
16 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
17 of the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of,
18 the validity of any of the Class Members' Released Claims, or of any wrongdoing or liability of
19 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
20 as an admission of, or evidence of, any fault or omission of Defendant or any of the other
21 Released Parties in any civil, criminal, or administrative proceeding in any court, administrative
22 agency, or other tribunal.

23 16. The Gross Settlement Amount to be funded under the Settlement Agreement is
24 \$698,734.73. From this amount, Class Counsel sought an award of attorneys' fees of \$232,911.58
25 (1/3 of the monetary Gross Settlement Amount), case costs of \$11,613.98, a Service Award for
26 the Class Representative Jesus Martinez Ramirez of \$10,000.00; and Settlement Administration
27 Costs on behalf of ILYM Group, Inc. of \$24,550.00. Defendant did not oppose these requests.
28

1 The Court found that the Amount to be Funded is fair, reasonable, adequate, and awarded the
2 payments set forth below from the Amount to be Funded:

- 3 a. \$232,911.58 to Class Counsel for attorneys' fees;
- 4 b. \$11,613.98 to Class Counsel for litigation costs/expense reimbursements;
- 5 c. \$10,000.00 to Class Representative Jesus Martinez Ramirez as a Service Award;
- 6 d. \$24,550.00 to the Settlement Administrator ILYM Group;
- 7 e. PAGA Payment to the LWDA of \$15,000.00 (75% of the \$20,000 in PAGA
8 penalties recovered under the settlement)
- 9 f. After deducing the foregoing payments from the Amount to be Funded, the
10 remainder of \$404,659.17 shall form the Net Settlement Amount (including the aggrieved
11 employees' share of PAGA penalties) payable to the participating Class Members and Aggrieved
12 Employees and shall be distributed as set forth in and in accordance with the Settlement
13 Agreement and as calculated by the Settlement Administrator.
- 14 g. In awarding the attorneys' fees to Class Counsel, the Court considered both the
15 common fund method and the lodestar information presented by Class Counsel and found that the
16 fees sought were reasonable under either method.

17 17. The Court found that distribution of any residual funds to the proposed *cy pres*
18 beneficiary the California Farmworker Foundation complies with the requirements of the Code of
19 Civil Procedure section 384. The Court appointed the California Farmworker Foundation as the *cy*
20 *pres* beneficiary for any residual funds, pursuant to the terms of the Settlement. Upon the
21 expiration of the check cashing deadline, the Settlement Administrator shall promptly send all
22 unclaimed funds to the California Farmworker Foundation and provide a report to Class Counsel
23 after the transmission of the funds that shall be filed with this Court evidencing that such payment
24 has been made.

25 19. Upon entry of this Order, compensation to the Settlement Class shall be effected
26 pursuant to the terms of the Settlement.

27 20. This Judgment is intended to be a final disposition of the class action and
28 representative claims in the above captioned action and is intended to be immediately applicable.

21. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

DATED: 9/19/2024

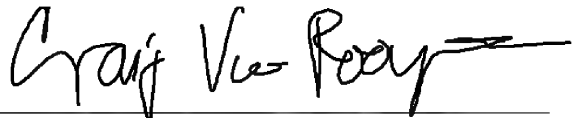

Hon. Craig van Rooyen
Judge of the Superior Court

Exhibit A

FILED

JUL 11 2024

Jesus Martinez Ramirez v. Hall Management Corporation, 22CVP-0065

Hearing: Motion for Final Approval of Class Action Settlement

SAN LUIS OBISPO SUPERIOR COURT
BY *L. Herda*
L. Herda, Deputy Clerk

Date: July 11, 2024

TENTATIVE RULING

Jesus Martinez Ramirez (Plaintiff) filed this wage and hour class and representative action against Hall Management Corporation (Defendant) on March 18, 2022. Plaintiff's complaint includes claims under the Labor Code, for violation of Business & Professions Code section 17200, and for penalties under the Private Attorney General Act (PAGA), Labor Code section 2699 et seq.

Plaintiff and Defendant reached a settlement, which the Court preliminarily approved on January 19, 2024. At that time, the Court also conditionally approved a class for settlement purposes only, defined as: "all individuals employed by Defendant as a non-exempt employee in California at any point during the Class Period and who did not sign an arbitration agreement with Defendant." The class period is August 12, 2020, to April 19, 2023.

Now before the Court is Plaintiffs' unopposed motion for final approval of the class action settlement. In addition to final approval of the settlement, the motion also seeks approval of class counsel's fees and costs, an incentive award to Plaintiff, payment to the settlement administrator, and payment to the Labor and Workforce Development Agency (LWDA).

The motion was served on Defendant and no opposition or objections are on file.

I. Notice to Class Members

IYLM Group provided notification services and claims administration pursuant to the terms of the settlement. (Declaration of Nick Castro (Castro Dec.), ¶ 3.) The approved notice was served in English and Spanish to the class list, which contained 3,203 names and addresses. (*Id.*, ¶¶ 4-10; Ex. A.) As of May 15, 2024, ILYM Group received one request for exclusion, no objections to the settlement, and deemed 270 notice packets undeliverable after skip tracing for updated addresses and re-mailing to all updated addresses that were discovered. (*Id.*, ¶¶ 10-12.) A sufficient portion of the class is therefore participating in the settlement.

II. Fairness, Adequacy, and Reasonableness of Settlement

The terms of the settlement provide that Defendant shall pay \$698,734.73. The costs to be deducted from that amount are as follows:

- Class Counsel Fees: \$232,911.58¹
- Class Counsel Expenses: \$11,613.98
- Class Representative Service Award: \$10,000.00
- ILYM Group Fees: \$24,550.00
- PAGA Payment To the LWDA: \$15,000.00

(Castro Dec., ¶ 13.)

The settlement administrator reports the projected average individual payment will be approximately \$124.82, with the highest estimated gross payment being \$778.28, and the lowest estimated gross payment being \$5.52. (Castro Dec., ¶ 14.)

Having reviewed the claims at issue, Plaintiff's arguments in the memorandum of points and authorities, and the evidence submitted in support of the motion, the Court finds that the proposed settlement is fair and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801-1802 [factors to consider in fairness determination].)

III. Requested Fees and Payments

Even without an objection to the requested attorney fees and costs, the Court has a duty to protect the rights of all parties, and to prevent abuses which might undermine the proper administration of justice. (*Howard Guntz Profit Sharing Plan v. Superior Court* (2001) 88 Cal.App.4th 572, 581.).

Here, class counsel has demonstrated significant experience in this area of law. (Declaration of David S. Winston (Winston Dec.), ¶¶ 1-7.) Class counsel has never been paid any money for attorneys' fees in this case and has advanced costs on a contingent basis. (*Id.*, ¶¶ 13-16.) Counsel spent 118.10 hours on this case to date, at an hourly rate of \$875 per hour. (*Id.*, ¶¶ 27-36.) This leads to a lodestar amount of \$103,337.50 in fees. (*Id.*, ¶ 36.) Counsel declares that he expects to spend an additional 2-6 hours on the final approval hearing, settlement hearing, and Code of Civil Procedure section 384 compliance hearing. (*Id.*, ¶ 37.) If counsel works two more hours, that would result in a lodestar of \$105,087.50, with a risk multiplier of 2.22 to reach the total amount of the fee award.

Moreover, here the fee award is one-third of the gross settlement amount. Awarding fees based on a percentage of the gross settlement amount has been generally approved in common fund cases. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 494.) A trial court may, but is not bound to consider the lodestar as a cross-check and can use means other than the lodestar to evaluate the reasonableness of a requested percentage

¹ The order granting preliminary approval provided that the attorney fee award would be up to \$232,837.50, which is one-third of the total settlement amount of \$698,512.50. However, the gross settlement amount has been increased slightly to \$698,734.73, and the notice provided to the class stated that fees would be up to 33.33% of the gross settlement amount, estimated to be \$232,911.58. (Castro Dec., Ex. A.)

fee. (*Id.* at p. 506.) Given counsel's experience and the support for the fee award set forth in his declaration, including the contingent risk taken on by counsel, the Court finds the award to be reasonable. The Court also finds counsel's costs to be reasonable. (Winston Dec., ¶ 40.)

The Court further approves the parties' proposed designation of the California Farmworker Foundation as the *cy pres* beneficiary. (Winston Dec., ¶¶ 41, 42; Declaration of Jesus Martinez Ramirez (Ramirez Dec.), ¶ 11; Code Civ. Proc., § 384.) Plaintiff shall come prepared to discuss setting a compliance hearing pursuant to Code of Civil Procedure section 384, subdivision (b).

The Court likewise approves the remainder of the awarded costs in this action, including (a) the \$10,000 incentive award to Plaintiff, who participated in and assisted counsel in this litigation (Ramirez Dec., ¶¶ 2-10) and (b) the \$24,550.00 payment to the settlement administrator, which has extensive experience administering class action settlements (Castro Dec., ¶¶ 2, 17.)

IV. Conclusion

The motion for final approval of the parties' settlement is approved.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 1880 Century Park East, Suite 511, Los Angeles, California 90067.

On **September 5, 2024**, I served all interested parties in this action the following documents described as on the persons below as follows: **[PROPOSED] JUDGMENT**

Mr. Ian Wieland, Esq.
ian@sw2law.com
Ms. Amanda Miller, Esq.
amanda@sw2law.com
Mr. Michael Conway, Esq.
mikec@sw2law.com
SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, CA 93704

Attorneys for Defendants **HALL MANAGEMENT CORP.**

Assistants to be served:
Tristan Matthews
tristan@sw2law.com
Stephanie Garcia
stephanie@sw2law.com
Mehgan Ferreira
Mehgan@sw2law.com

[XX] (BY EMAIL OR ELECTRONIC TRANSMISSION): Pursuant to Code of Civil Procedure § 1010.6, I caused the document to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **September 5, 2024**, at Los Angeles, California.



Angie Madrid