

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Jacquelyne VanEmmerik (SBN 339338)
4 **MOON LAW GROUP, P.C.**
5 1055 West Seventh Street, Suite 1880
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kmoon@moonlawgroup.com
10 E-mail: afeghali@moonlawgroup.com
11 E-mail: jvanemmerik@moonlawgroup.com

12 Attorneys for Plaintiff, ANYA MADELINE HILL-BUTLER

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ALAMEDA - RENE C. DAVIDSON COURTHOUSE**

16 ANYA MADELINE HILL-BUTLER, individually,
17 and on behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 SATELLITE AFFORDABLE HOUSING
21 ASSOCIATES, a California corporation;
22 SATELLITE AFFORDABLE HOUSING
23 ASSOCIATES PROPERTY MANAGEMENT, a
24 California corporation; and DOES 1 through 10,
25 inclusive,

26 Defendants.

FILED
ALAMEDA COUNTY

DEC 04 2023

CLERK OF THE SUPERIOR COURT
By Nicole Hall

Case No. 22CV009525

CLASS AND REPRESENTATIVE ACTION

[Honorable Evelio Grillo, Department 21]

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF ANYA
MADELINE HILL-BUTLER'S MOTION
FOR FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT

*[Filed with Plaintiff Anya Madeline Hill-
Butler's Notice of Motion and Motion for Final
Approval, Declaration of Kane Moon,
Declaration of Plaintiff Anya Madeline Hill-
Butler, and Declaration of Jennifer Beliveau]*

FINAL APPROVAL HEARING

Date: December 1, 2023

Time: 9:00 a.m.

Department: 21

PAGA Case No.

LWDA-CM-8761 14-22: March 29, 2022

Action Filed: April 6, 2022

FAC Filed: July 20, 2022

Trial Date: None Set

1 The Court issued an Order Granting Plaintiff Anya Madeline Hill-Butler's Motion for
2 Preliminary Approval of Class and Representative Action Settlement on August 18, 2023. Plaintiff
3 Anya Madeline Hill-Butler ("Plaintiff") now seeks an Order and Judgment Granting Final Approval
4 of the same Amended Joint Stipulation of Class and Representative Action Settlement Agreement
5 ("Settlement") between Plaintiff and Defendants Satellite Affordable Housing Associates and
6 Satellite Affordable Housing Associates Property Management ("Defendants"), attached to the
7 Declaration of Kane Moon in Support of Plaintiff Anya Madeline Hill-Butler's Motion for Final
8 Approval of Class and Representative Action Settlement as **Exhibit 1**.

9 The Court, having considered Plaintiff Anya Madeline Hill-Butler's Notice of Motion and
10 Motion for Final Approval of Class and Representative Action Settlement ("Motion"), the supporting
11 Declarations and Exhibits therein, the records and files in this Action, and the absence of any written
12 objections to or requests for exclusion from the Settlement; and good cause appearing, **HEREBY**
13 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

14 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
15 forth in the Settlement.

16 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
17 Class Members, all PAGA Members, and Defendants.

18 The Settlement appears to have been made and entered into in good faith and is hereby
19 approved, subject to any limitations on the requested fees and payments as set forth below.

20 For purposes of effectuating the Settlement, the following Class is hereby certified: all current
21 and former hourly non-exempt employees who worked for Defendants in California as an hourly,
22 non-exempt employee at any time during the period commencing on April 6, 2018 and ending on
23 November 25, 2022. *Settlement*, ¶¶ 4, 11.

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

26 No Class Members have objected to the terms of the Settlement, and no Class Members have
27 requested exclusion from the Settlement. *Declaration of Jennifer Beliveau* ("Beliveau Decl."), ¶¶ 10,
28 11.

1 Plaintiff, all Participating Class Members, and the State of California shall have, by operation
2 of this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all
3 Released Parties from all Released Claims and all PAGA Claims upon Final Approval and
4 Defendants' payment of all sums due pursuant to the Settlement, and except as to such rights or
5 claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

6 1. **"Released Parties"** means Defendants, their present, former and future controlling
7 persons, parents, affiliates, subsidiaries, successors-in-interest, benefit plans sponsored
8 by such companies, owners, officers, directors, principals, employees, agents,
9 attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
10 predecessors, successors, and assigns, who may be liable for any of the Released
11 Claims. *Settlement*, ¶ 46.

12 2. **"Released Claims"** means the First through Eighth Causes of Action (and
13 corresponding requests for relief) asserted by Plaintiff on behalf of herself and the
14 Class in the Action, namely (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§
15 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab.
16 Code §§ 510, 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§
17 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§
18 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code §
19 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-
20 203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §
21 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) and
22 all other claims, rights, demands, liabilities and causes of action that may have been
23 alleged based on the facts alleged in the operative complaint in the Action. *Id.*, ¶ 45.

24 a. **Participating Class Member's Release of Released Claims:** If Defendants
25 remit the Gross Settlement Amount in full to the Settlement Administrator,
26 then Plaintiff and all other Participating Class Members shall be deemed to
27 have settled and released all Released Claims against the Released Parties that
28 do not arise under PAGA. *Id.*, ¶ 63(a).

- 1 3. **“PAGA Claims”** means the Ninth Cause of Action (and corresponding requests for
2 relief) asserted by Plaintiff on behalf of herself and the alleged aggrieved employees in
3 the Action, namely all claims, rights, demands, liabilities and causes of action arising
4 from PAGA that were pled, alleged, or reasonably could have been alleged based on
5 the facts asserted in the operative complaint in the Action and based on Plaintiff’s
6 March 29, 2022 PAGA Notice in Case No. LWDA-CM-876114-22. *Settlement*, ¶ 31.
- 7 a. **California’s and Plaintiff’s Release of PAGA Claims:** If Defendants remit
8 the Gross Settlement Amount in full to the Settlement Administrator, then the
9 State of California, by and through Plaintiff, its deputized PAGA representative,
10 and Plaintiff shall be deemed to have settled and released all PAGA Claims
11 against the Released Parties. Defendant can assert the settlement as a defense to
12 any future claims for penalties brought by the LWDA or any claims brought on
13 behalf of the LWDA under PAGA. *Id.*, ¶ 63(c).
- 14 4. **“Plaintiff’s Further Released Claims”** means the claims and causes of action that
15 Plaintiff, individually, and in addition to Plaintiff’s release of the Released Claims,
16 expressly and further releases against the Released Parties including by waiver of all
17 rights, protections, and benefits under California Civil Code section 1542, which
18 includes claims related to Plaintiff’s employment with Defendants, claims alleged in
19 the Action, and all claims known and unknown, except as may be prohibited by law,
20 which may have existed at the time the Plaintiff signs this Settlement Agreement.
21 Plaintiff’s Further Released Claims excludes claims for unemployment insurance,
22 disability, social security, workers’ compensation (except for claims pursuant to
23 California Labor Code sections 132a and 4553), and any claims or causes of action
24 arising out of any event or controversy occurring after the time Plaintiff signs this
25 Settlement Agreement including for any obligation arising out of this Settlement
26 Agreement. *Id.*, ¶ 43.
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1 a. **Plaintiff's Release of Plaintiff's Further Released Claims:** If Defendants
2 remit the Gross Settlement Amount in full to the Settlement Administrator, then
3 Plaintiff, in addition to Plaintiff's release of the Released Claims, shall be
4 deemed to have released Plaintiff's Further Released Claims and shall be
5 deemed to have waived all rights, protections, and benefits of California Civil
6 Code section 1542, which provides:

7 A general release does not extend to claims which the creditor or releasing
8 party does not know or suspect to exist in his or her favor at the time of
9 executing the release and that, if known by him or her would have materially
10 affected his or her settlement with the debtor or the released party. *Settlement*,
11 ¶ 63(b).

12 5. **"Effective Date"** means the later of the following dates: (i) sixty-five (65) days after
13 the Court enters Final Judgment and no appeal, writ or other challenge to the finality of
14 the judgment has been filed; or (ii) five (5) days after the day when all appeals, writs or
15 other challenges to the Final Judgment have been resolved in a manner that affirms the
16 finality of the judgment and the time for the filing of any further appeals, writs or other
17 challenges has lapsed. *Id.*, ¶ 16.

18 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
19 and pay the Individual Settlement Payments and Individual PAGA Payments are fair and reasonable.
20 The Settlement Administrator is authorized to pay the Individual Settlement Payments and Individual
21 PAGA Payments to the Participating Class Members and PAGA Members in accordance with the
22 terms of the Settlement.

23 Defendants shall pay a total of \$420,000.00 to resolve the Action. *Id.*, ¶ 22. Defendants shall
24 remit the entire Gross Settlement Amount to the Settlement Administrator no later than sixty (60)
25 days after the Court enters this Final Approval Order. *Id.*, ¶ 83(a). The Settlement Administrator shall
26 distribute all payments from the Settlement fund no later than seven (7) days after receiving the entire
27 Gross Settlement Amount. *Id.*, ¶ 84.
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1 From the Gross Settlement Amount, a PAGA Payment of \$18,750.00 shall be paid to the
2 California Labor and Workforce Development Agency ("LWDA"), representing 75% of the PAGA
3 Payment awarded under the terms of the Settlement, pursuant to the California Private Attorneys
4 General Act of 2004, *Labor Code* sections 2698, *et. seq. Settlement*, ¶ 37; *Beliveau Decl.*, ¶ 12.

5 From the Gross Settlement Amount, a Class Representative Service Award in the amount of
6 \$7,500.00 shall be paid to Anya Madeline Hill-Butler for her service as Class Representative and
7 general release of claims. *Settlement*, ¶ 12; *Beliveau Decl.*, ¶ 12. Anya Madeline Hill-Butler is hereby
8 confirmed as Class Representative.

9 From the Gross Settlement Amount, a Class Counsel Fee Award in the amount of
10 ^{126,000}~~\$140,000.00~~ and Class Counsel Cost Award in the amount of \$18,579.87 shall be paid to Class
11 Counsel for their reasonable fees and actual costs incurred in furtherance of this Action. *Settlement*,
12 ¶¶ 6, 7; *Beliveau Decl.*, ¶ 12. The fees and costs shall be distributed to Class Counsel as set forth in
13 the Settlement. The Court finds that such fees are reasonable in light of the benefit provided to the
14 Class. Moon Law Group, P.C. is hereby confirmed as Class Counsel.

15 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
16 \$9,014.00 shall be paid to the designated Settlement Administrator, Simpluris, Inc. *Settlement*, ¶ 48;
17 *Beliveau Decl.*, ¶ 12.

18 The Settlement Administrator shall, after the date that Individual Settlement Payment and
19 Individual PAGA Payment checks become void, transfer all amounts associated with the voided
20 checks to the State Bar of California, Justice Gap Fund, the jointly selected non-profit organization in
21 compliance with *California Code of Civil Procedure* section 384, for deposit in the name of the
22 affected Participating Class Member(s) or PAGA Member(s). *Settlement*, ¶ 69(b). The *cy pres*
23 designee, the State Bar of California, Justice Gap Fund, is hereby approved.

24 The Notice provided to the Class conforms with the requirements of *California Rules of*
25 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
26 providing individual notice to all Class Members who could be identified through reasonable effort
27 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
28 The Notice fully satisfies the requirements of Due Process.

1 The Parties are ordered to have notice of this Final Order and Judgment sent to all
2 Participating Class Members and PAGA Members in accordance with *California Rules of Court*
3 section 3.771(b), along with the Individual Class Payments and Individual PAGA Payments issued
4 via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to *California*
5 *Labor Code* section 2699(1). *Settlement*, ¶¶ 84(f)-(g).

6 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
7 to be immediately appealable.

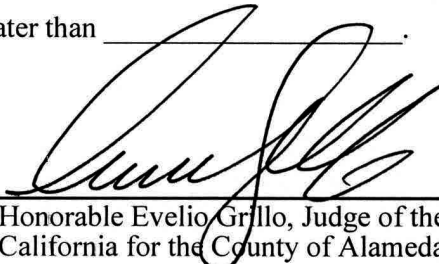
8 This Court shall retain jurisdiction with respect to all matters related to the administration and
9 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
10 subject matter of this Action, including, but not limited to, all matters related to the Settlement and
11 the determination of all controversies relating thereto.

12 Plaintiff Anya Madeline Hill-Butler's Motion for Final Approval of Class and Representative
13 Action Settlement is hereby granted, and the Court directs that Judgment shall be entered in
14 accordance with the terms of this Order.

15 The Court sets a Non-Appeal Hearing (Case Review) Re: Distribution on May 14,
16 2024 at 1:30pm, in Department 21. Class Counsel is ordered to file a final report and
17 declaration regarding distribution no later than _____.

18 **IT IS SO ORDERED.**

19 DATE: DEC 04 2023

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21 Honorable Evelio Grillo, Judge of the Superior Court of
22 California for the County of Alameda
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