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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ADRIANA MICHEL CERVANTES,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

WONDERTREATS, INC., a California
corporation; EMPLOYER'S OUTSOURCING,
INC., a California corporation; TRINITY
PERSONNEL, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: CV-22-001263

CLASS AND REPRESENTATIVE ACTION

[Hon. John D. Freeland, Dept. 23]

**~~[REVISED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND JUDGMENT**

FINAL APPROVAL HEARING:

Date: June 12, 2024
Time: 8:30 a.m.
Dept.: 23

Action Filed: March 22, 2022
Trial Date: None set

1 **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On November 9, 2023, the Court entered an Order Granting Preliminary Approval of Class
4 and PAGA Action Settlement (the “Preliminary Approval Order”), which granted conditional class
5 certification, approved the Class Notice, and preliminarily approved a settlement of the above-
6 entitled action (the “Action”) that was reached between Plaintiff Adriana Michel Cervantes
7 (“Plaintiff”) and Defendants Wondertreats, Inc. and Trinity Personnel, Inc. (“Defendants,” and
8 together with Plaintiff, the “Parties”), in accordance with the Parties’ Joint Stipulation of Class and
9 PAGA Action Settlement (the “Settlement”). The Settlement was attached as **Exhibit 1** to the
10 Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and
11 PAGA Action Settlement that was filed on October 4, 2023.

12 The Court now has before it Plaintiff’s Motion for Final Approval of Class and PAGA Action
13 Settlement, including a motion for payment of Attorneys’ Fees and Costs, the Class Representative
14 Service Payment, Settlement Administration Costs, and PAGA Penalties, and whether the Settlement
15 should be finally approved as fair, reasonable, and adequate as to Class Members (collectively
16 “Motion for Final Approval”).

17 Due and adequate notice having been given to Class Members, and the Court having reviewed
18 the Settlement and duly considered Plaintiff’s Motion for Final Approval, the supporting declarations
19 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
20 any oral argument, and good cause appearing,

21 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

22 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all terms
23 and definitions as set forth in the Settlement.

24 2. Plaintiff’s Motion for Final Approval came before Department 23 of this Court, the
25 Honorable John D. Freeland presiding, on June 12, 2024.

26 3. The Court finds that the Settlement was made and entered into in good faith, the terms
27 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
28 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of

1 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
2 meets the requirements for final approval. In so finding, the Court has considered all the evidence
3 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
4 complexity of the claims presented; the likely duration of further litigation; the settlement amount
5 offered; the extent of investigation and discovery completed; and the experience and views of Class
6 Counsel. The Court has further considered the absence of any objections to or Requests for Exclusion
7 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final
8 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

9 4. The Court certifies, for settlement purposes only, the following "Class":
10

11 Any and all persons who are or were placed at Defendant Wondertreats, Inc. by Trinity
12 Personnel, Inc. as non-exempt, hourly employees in California during the Class Period. The
13 "Class Period" means the period from March 22, 2018 through the date the Court
14 preliminarily approved the Settlement (November 9, 2023). Excluded from the Settlement
15 Class are any Class Members who submitted a valid and timely Request for Exclusion.

16 5. Notwithstanding the submission of a Request for Exclusion, Class Members who are
17 also Aggrieved Employees are still bound by the PAGA Settlement, as requests to be excluded from
18 the Settlement Class do not apply to the PAGA portion.

19 6. The Court finds that the settlement of Plaintiff's claim under the Private Attorneys
20 General Act (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") is fair and reasonable. The Court further
21 finds evidence that Plaintiff has notified the California Labor and Workforce Development Agency
22 (the "LWDA") of the Settlement, provided a copy of the Settlement to the LWDA, and that the
23 LWDA has not objected or asserted any opposition to the Settlement. Accordingly, the Court orders
24 the following individuals are subject to the PAGA Settlement:

25 All hourly-paid, non-exempt employees of Trinity Personnel, Inc. in the State of California
26 who are or were placed at Defendant Wondertreats, Inc. during the PAGA Period ("PAGA
27 Members" or "Aggrieved Employees"). The "PAGA Period" means from March 22, 2021
28 through the date the Court preliminarily approved the Settlement (November 9, 2023).

7. The Court finds that the deadline to submit a Request for Exclusion or written

objection to the Settlement was April 29, 2024.

8. The Court-approved Notice of Class and PAGA Action Settlement (the “Class Notice”), which was attached to the Preliminary Approval Order as **Exhibit A** and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

9. The Court finds that the deadline to submit a Request for Exclusion or written objections to the Settlement was April 29, 2024. The Court further finds that Class Members have had a full and fair opportunity to exclude themselves from, or object to, the Settlement.

10. The Court finds that no Requests for Exclusion were submitted. Accordingly, all Class Members remain in the Settlement Class and are bound by this Final Approval Order and Judgment.

11. The Court finds that a full opportunity has been afforded to Class Members to object to the Settlement and participate in the Final Approval Hearing. All Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. The Court further finds that no written objections were received and that no Class Members appeared at the Final Approval Hearing to present any objections.

12. Releases of Claims. 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, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- a. Released Parties. “Released Parties” means Defendants, Employer’s Outsourcing, Inc., and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

1 b. Plaintiff's Release. Plaintiff and her former and present spouses, representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns generally, release and
3 discharge Released Parties from all claims, transactions, or occurrences, including,
4 but not limited to all claims that were, or reasonably could have been, alleged, based
5 on the facts contained, in the Operative Complaint or ascertained during the Action
6 and released under 6.2 below. ("Plaintiff's Release.") Plaintiff's Release does not
7 extend to any claims or actions to enforce this Agreement, or to any claims for vested
8 benefits, unemployment benefits, disability benefits, social security benefits, workers'
9 compensation benefits that arose at any time, or based on occurrences outside the
10 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
11 from, or in addition to, the facts or law that Plaintiff now know or believes to be true
12 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
13 respects, notwithstanding such different or additional facts or Plaintiff's discovery of
14 them.

15 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
16 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
17 the provisions, rights, and benefits, if any, of section 1542 of the California
18 Civil Code, which reads: A general release does not extend to claims that
19 the creditor or releasing party does not know or suspect to exist in his or her
20 favor at the time of executing the release, and that if known by him or her
21 would have materially affected his or her settlement with the debtor or
22 Released Party.

23 c. Release by Participating Class Members. All Participating Class Members, on behalf
24 of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, release Released Parties from
26 all claims alleged in the Operative Complaints, and which could have been asserted
27 based on the facts alleged in the Operative Complaints, and which were asserted
28 leading up to and during mediation through the date of preliminary approval,

1 including unpaid wages, overtime, missed meal and rest periods, premium pay,
2 waiting time penalties, wage statement violations, failure to reimburse necessary
3 business expenses, and related PAGA penalties. The release will be as to the released
4 parties, which shall include Defendants, Employer's Outsourcing, Inc. and all related
5 companies, subsidiaries, owners, shareholders, members, agents (including, without
6 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and
7 any past, present or future officers and directors) predecessors, successors, and assigns
8 ("Released Claims"). Participating Class Members other than Plaintiff do not release
9 any other claims, including claims for vested benefits, wrongful termination, violation
10 of the Fair Employment and Housing Act, unemployment insurance, disability, social
11 security, workers' compensation, or claims based on facts occurring outside the Class
12 Period.

13 d. Release by PAGA Members. All PAGA Members are deemed to release, on behalf of
14 themselves and their respective former and present representatives, agents, attorneys,
15 heirs, administrators, successors, and assigns, the Released Parties from all claims for
16 PAGA penalties that were alleged, or reasonably could have been alleged, based on
17 the PAGA Period facts stated in the Operative Complaint and each Plaintiff's PAGA
18 Notice ("Released PAGA Claims"). All PAGA Members shall release claims arising
19 under PAGA regardless of their decision to participate in the Settlement.

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

22 14. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
23 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
24 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
25 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
26 allocations in accordance with the terms of the Settlement.

1 15. Defendants are ordered to fully pay the GSA (\$295,884.32),¹ and also the amounts
2 necessary to fully pay Defendants' employer payroll taxes owed on the Individual Class Payments,
3 by transmitting the funds to the Administrator into a Qualified Settlement Fund no later than fourteen
4 (14) calendar days after the Effective Date, as that term is defined under the Settlement.

5 16. Within fourteen (14) calendar days after Defendants fund the Settlement, the
6 Administrator shall disburse, in the amounts as approved by the Court below, the following
7 payments: (1) the Attorneys' Fees Payment; (2) the Attorneys' Costs Payment; (3) the Class
8 Representative Service Payment; (4) the Settlement Administration Costs; (5) the LWDA PAGA
9 Payment; and (6) the 25% share of the PAGA Penalties payable to Aggrieved Employees in
10 Individual PAGA Payments. The remainder shall constitute the Net Settlement Amount and be
11 distributed to Participating Class Members in Individual Class Payments.

12 17. Pursuant to California Code of Civil Procedure section 384, following the expiration
13 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
14 transmit those amounts to the California State Controller's Unclaimed Property Fund in the name of
15 each Class Member and/or Aggrieved Employee who failed to cash their settlement check prior to
16 the void date.

17 18. A total amount of \$20,000.00 shall be allocated as "PAGA Penalties," payable from
18 the GSA, in settlement of claims for penalties under PAGA. PAGA Penalties shall be distributed as
19 follows: 75% (\$15,000.00) to the LWDA (the "LWDA PAGA Payment") and 25% (\$5,000.00) to
20 Aggrieved Employees.

21 19. The Court confirms the appointment of Plaintiff as the Class Representative, for
22 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
23 Settlement Class Member, the Court approves and orders a service payment in the amount of
24 \$10,000.00 to Plaintiff (the "Class Representative Service Payment"), payable from the GSA, for her
25 role and service as the Class Representative, for the risks and work attendant to that role, and for her
26 general release of claims and waiver of section 1542 rights.

27 _____
28 ¹ The Court notes that the Administrator has reported that the Settlement's Escalator Clause
was triggered, and that Defendants agreed to pay the resulting increase to the GSA.

1 20. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
2 Mikat-Stevens of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are
3 experienced in wage and hour class action litigation, have no apparent conflicts of interest with Class
4 Members or the Administrator, and have adequately represented Class interests. The Court approves
5 and orders the payments to Class Counsel, payable from the GSA, of **\$98,196.00** for reasonable
6 attorneys' fees (the "Attorneys' Fees Payment"), and of **\$18,443.56** for reimbursement of out-of-
7 pocket costs (the "Attorneys' Costs Payment"). The Court finds that these amounts are reasonable
8 considering the benefits provided to the Class.

9 21. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
10 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
11 Administrator of **\$10,050.00** (the "Settlement Administration Costs Payment"), payable from the
12 GSA, for settlement administration.

13 22. In accordance with California Rule of Court 3.771(b), notice of Judgment will be
14 given to the Settlement Class by the Administrator, who will post a copy of this Final Approval
15 Order and Judgment online for a period of no less than ninety (90) calendar days following entry.

16 23. This Final Approval Order and Judgment is intended to be a final disposition of the
17 Action in its entirety and is intended to be immediately appealable.

18 24. The obligations set forth in the Settlement are deemed part of this Final Approval
19 Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement
20 according to its terms and provisions.

21 25. Following entry of Judgment, and without affecting the finality thereof, pursuant to
22 California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over
23 the Parties, Action, and the Settlement solely for purposes of with respect to the interpretation,
24 implementation, and enforcement of the terms of this Agreement and all orders and judgment entered
25 in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Superior
26 Court for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement
27 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

28 26. The Settlement is finally approved but is not an admission by Defendants of the

1 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
2 law. Neither the Settlement nor any related document shall be offered or received in evidence in
3 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
4 necessary to consummate or enforce the Settlement.

5 27. In accordance with the provisions of the Code Civ. Proc. § 384, the Court sets a
6 compliance hearing for ~~April 15, 2025~~ ^{April 22, 2025} at 8:30 a.m. in Department 23 to confirm full
7 administration of the settlement. Class Counsel shall submit a compliance report no later than 5
8 court days before the date of the hearing, which shall include the total amount that was actually
9 paid to the Class Members pursuant to the subject Settlement. At the time of the compliance
10 hearing, the Court shall amend the judgment to direct that the sum of the unpaid funds, plus interest
11 as required by the statute, be distributed as set forth in the Settlement Agreement.

12 **IT IS SO ORDERED AND ADJUDGED.**

13 DATE: 6/12/2024

14 
15 _____
16 THE HON. JOHN D. FREELAND
17 Judge of the Superior Court, Stanislaus County
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28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S. Figueroa St, 31st Floor, Los
7 Angeles, California 90017. On **June 11, 2024**, I served the foregoing document described as:

8 **[REVISED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND**
9 **PAGA ACTION SETTLEMENT AND JUDGMENT**

10 X by E-mailing ____ the original X a true copy to the following:

11 Mark D. Kruthers
12 **FENNEMORE WENDEL**
13 1111 Broadway, 24th Floor
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15 Telephone: (510) 834-6600
16 Fax: (510) 834-1928
17 Email: mkruthers@fennemorelaw.com

18 *Attorneys for Defendant*
19 **WONDERTREATS, INC.**

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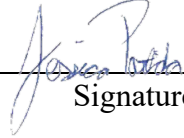
Attorneys for Defendant TRINITY
PERSONNEL, INC

17 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
18 California, by e-mail delivery on the parties listed herein at their most recent known email
19 address or e-mail of record in this action.

20 X (State) I declare under penalty of perjury under the laws of the State of California
21 that the above is true and correct.

22 Executed on **June 11, 2024**, at Los Angeles, California.

23 Jessica Partida
24 Name

25 
26 Signature