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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JOY NAVA, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

CHANNING HOUSE, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 22CV398619

[Assigned for all purposes to The
Honorable Charles F. Adams, Dept. 7]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF
JUDGMENT THEREON**

Date: December 5, 2024
Time: 1:30 p.m.
Dept.: 7

1 Plaintiff Joy Nava and Defendant Channing House (“Defendant”) (together, the “Parties”)
2 have entered into Joint Stipulation of Class Action and PAGA Settlement (hereinafter referred to
3 as “Stipulation” or “Settlement Agreement”) to settle the above-captioned class action subject to
4 the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement, including approval of an Enhancement Award for the Named Plaintiff and
7 Class Counsel’s Application for a Fee and Expense Award. The Court has read, heard, and
8 considered all the pleadings and documents submitted, and the presentations made in connection
9 with the Motion (if any).

10 **I. BACKGROUND**

11 This is a putative class and representative action arising out of various alleged wage and
12 hour violations. On May 26, 2022, Plaintiff filed her class and PAGA Complaint against
13 Defendant in the Superior Court of California, County of Santa Clara. The Complaint alleges
14 causes of action for: (1) violation of Labor Code § 226; (2) violation of Labor Code §§ 201-204,
15 233, and 246; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code § 226.7;
16 (5) violation of the Private Attorneys General Act (the “PAGA”); and (6) violation of Business
17 and Professions Code § 17200, *et seq.*

18 **A. Class Members**

19 “Class” or “Class Member(s)” means and includes the following individuals:

- 20 (a) All of Defendant’s current and former non-exempt employees in the state of
21 California who were paid sick pay in the same workweek in which they earned any
22 nondiscretionary remuneration, including without limitation, shift differentials and
shift premiums during the Class Period [from May 25, 2018 through June 22,
2023] (the “Sick Pay Class”).
- 23 (b) All of Defendant’s current and former non-exempt employees in the State of
24 California who were paid any meal period premium payments in the same
25 workweek in which they earned any non-discretionary remuneration, including
without limitation, shift differentials and shift premiums, covering the same period
that meal period premiums were paid, during the Class Period (the “Meal Period
Premium Class”).
- 26 (c) All of Defendant’s current and former non-exempt employees in the State of
27 California who were paid any rest period premium payments in the same
28 workweek in which they earned any non-discretionary remuneration, including
without limitation, shift differentials and shift premiums, covering the same period
that rest period premiums were paid, during the Class Period (the “Rest Period

Premium Class”).
(Collectively, the “Settlement Classes” and/or “Settlement Class”).

B. Operation of the Settlement.

Pursuant to the Preliminary Approval Order, this Court conditionally certified the Settlement Class and granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of the proposed form of class notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the class notice was sent to all Class Members via first class mail. The notice process was timely completed.

This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California *Code of Civil Procedure* section 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California *Code of Civil Procedure* section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement filed in this case.

2. The Court has jurisdiction over the subject matter of the litigation, the Class

1 Representative, the other Members of the Class, and Defendant.

2 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
3 disseminated to the Class Members, constituted the best notice practicable under the
4 circumstances to all Persons within the definition of the Class, and fully met the requirements of
5 California law and due process under the United States Constitution.

6 4. The Court approves the settlement of the above-captioned action, as set forth in the
7 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
8 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
9 Agreement.

10 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are
11 to bear their own costs and attorneys' fees.

12 6. As set forth in this Court's Order Granting Plaintiff's Motion for Preliminary
13 Approval, the Court hereby confirms certification of the following Settlement Classes:

14 (d) All of Defendant's current and former non-exempt employees in the state of
15 California who were paid sick pay in the same workweek in which they earned any
16 nondiscretionary remuneration, including without limitation, shift differentials and
shift premiums during the Class Period [from May 25, 2018 through June 22,

17 (e) All of Defendant's current and former non-exempt employees in the State of
18 California who were paid any meal period premium payments in the same
19 workweek in which they earned any non-discretionary remuneration, including
without limitation, shift differentials and shift premiums, covering the same period
that meal period premiums were paid, during the Class Period (the "Meal Period
Premium Class").

20 (f) All of Defendant's current and former non-exempt employees in the State of
21 California who were paid any rest period premium payments in the same
22 workweek in which they earned any non-discretionary remuneration, including
without limitation, shift differentials and shift premiums, covering the same period
that rest period premiums were paid, during the Class Period (the "Rest Period
Premium Class").

23 7. With respect to the Settlement Class and for purposes of approving the Settlement
24 only and for no other purpose, this Court finds and concludes that: (a) the members of the
25 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
26 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
27 community of interest among Members of the Settlement Class with respect to the subject matter

1 of the claims in the Litigation; (c) the claims of Class Representative is typical of the claims of
2 the members of the Settlement Class; (d) the Class Representative has fairly and adequately
3 protected the interests of the members of the Settlement Class; (e) a class action is superior to
4 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
5 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
6 Plaintiff in her individual and representative capacity and for the Settlement Class.

7 8. Defendant shall fund \$195,000.00 Gross Settlement Amount pursuant to the terms
8 of the Settlement Agreement.

9 9. The Court approves the Eligible Class Member Shares and Aggrieved Employees'
10 share of the LWDA Fund Remainder, which shall be distributed pursuant to the terms of the
11 Settlement Agreement.

12 10. The \$195,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
13 attorneys' fees in the amount of \$65,000.00 and reimbursement of costs in the amount of
14 \$11,015.93; (b) a service award in the amount of \$10,000.00 to Plaintiff; (c) the sum of
15 \$14,625.00 to be paid to the LWDA for PAGA Penalties; (d) the sum of \$4,875.00 for the LWDA
16 Fund Remainder to be paid to Aggrieved Employees; and (e) \$8,250.00 to the administrator
17 ILYM Group ("Administrator") for its fees and costs relating to the claims administration
18 process. The Court finds that these amounts are fair and reasonable. Defendant is directed to
19 make such payments in accordance with the terms of the Settlement Agreement. The allocation
20 and distribution of these amounts shall be performed by the Administrator. The Court further
21 orders that Defendant pay Settlement Payment Amount pursuant to the terms of the Settlement
22 Agreement, including Eligible Class Members' portion of withholdings, contributions,
23 deductions, taxes (including employer-side taxes), fees and any other amounts due to government
24 agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

25 11. The Court hereby enters final judgment in this case in accordance with the terms
26 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
27 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
28 over the action and the Parties, including all Settlement Class Members, for purposes of enforcing

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF JUDGMENT THEREON

1 and interpreting this Order and the Settlement.

2 IT IS SO ORDERED AND ADJUDGED.

3
4 DATED: _____

5 HON. CHARLES F. ADAMS
6 SUPERIOR COURT OF CALIFORNIA
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