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Clerk of the Superior Court

SEP 20 2024

By: N. Calantoc, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LISA MARTINEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PUBLIC CONSULTING GROUP, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 37-2022-00012198-CU-OE-CTL

*Assigned for All Purposes to:
Judge James A. Mangione
Dept. C-75*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 13, 2024
Time: 9:00 a.m.
Dept.: C-75

**~~PROPOSED~~ ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter came on for hearing on September 13, 2024, at 9:00 a.m., in Department C-
2 75 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed February 5, 2024, and the Joint Stipulation of Class and PAGA Representative
5 Action Settlement and Release ("Settlement Agreement") entered into between Plaintiff Lisa
6 Martinez ("Plaintiff") and Defendant Public Consulting Group, Inc. ("Defendant"), a copy of
7 which was attached as Exhibit 1 to the Declaration of Kristy R. Connolly in Support of Plaintiff's
8 Motion for Final Approval of Class Action Settlement

9 Having received and considered the Settlement Agreement, the supporting papers filed by
10 the Parties, and the evidence and argument received by the Court in conjunction with the
11 unopposed Motion for Preliminary Approval of Class Action Settlement heard February 2, 2024
12 and the instant Motion for Final Approval, the Court grants final approval of the Settlement and
13 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
15 each Class Member by first-class mail. These papers informed the Class of the terms of the
16 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
17 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
18 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
19 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
20 each of these procedures. No member of the Class filed written objection to the proposed
21 Settlement as part of this notice process or stated an intention to appear at the final approval
22 hearing. Class Members Lupita Fernandez, Katherine Hill, and Nadia Mendez have requested
23 exclusion from the Settlement and thus are not bound by this judgment.

24 2. The Court finds and determines that this notice procedure afforded adequate
25 protections to Class Members and provides the basis for the Court to make an informed decision
26 regarding approval of the Settlement based on the responses of the Class. The Court finds and
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1 determines that the notice provided in this case was the best notice practicable, which satisfied the
2 requirements of law and due process.

3 3. With respect to the Class and for purposes of approving this Settlement only, this
4 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
5 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
6 Class, and there is a well-defined community of interest among members of the Class with
7 respect to the subject matter of the Action; (c) the claims of Class Representative Lisa Martinez
8 are typical of the claims of the members of the Class; (d) the Class Representative has fairly and
9 adequately protected the interests of the members of the Class; (e) a class action is superior to
10 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
11 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
12 Plaintiff in their individual and representative capacities for the Class.

13 4. The Court has certified a Class, as that term is defined in and by the terms of the
14 Settlement Agreement as all individuals who worked for PCG (formerly Public Consulting
15 Group, Inc.) in California as non-exempt employees during the Class Period of April 1, 2018
16 through November 1, 2023, and the Court deems this definition sufficient for purposes of
17 California Rule of Court 3.765(a).

18 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

19 6. The Court hereby confirms Plaintiff Lisa Martinez as the Class Representative in
20 this Action.

21 7. The Court finds and determines that the terms set forth in the Settlement
22 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
23 according to its terms, having found that the Settlement was reached as a result of informed and
24 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
25 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
26 were able to reasonably evaluate their respective positions. The Court also finds that the
27 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
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1 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
2 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
3 value accorded to the Class.

4 8. The Court further finds and determines that the terms of the Settlement are fair,
5 reasonable and adequate to the Class and to each Participating Class Member and that the
6 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
7 be and hereby are ordered to be consummated.

8 9. The Court hereby approves the Gross Settlement Amount of \$1,350,000.00.

9 10. The Court finds and determines that the Individual Settlement Payments to be paid
10 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
11 Court hereby gives final approval to and orders the payment of those amounts be made to the
12 Participating Class Members in accordance with the Settlement Agreement.

13 11. The Court finds and determines that payment to the California Labor and
14 Workforce Development Agency of \$37,500.00 as its share of the settlement of civil penalties in
15 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
16 that the payment of that amount be paid in accordance with the Settlement Agreement.

17 12. The Court finds and determines that the fees and expenses in administrating the
18 Settlement incurred by Phoenix Settlement Administrators in the amount of \$10,000.00, are fair
19 and reasonable. The Court hereby gives final approval to and orders that the payment of that
20 amount in accordance with the Settlement.

21 13. The Court finds and determines the Class Representatives Enhancement Award of
22 up to \$15,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
23 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
24 Settlement Agreement.

25 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
26 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
27 ~~\$445,500~~ and litigation costs of \$19,419.81. The Court finds such amounts to be fair and
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1 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
2 accordance with the terms of the Settlement Agreement.

3 15. Neither Defendant nor any related persons or entities shall have any further
4 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
5 except as provided for by the Settlement Agreement.

6 16. Neither the making of the Settlement Agreement nor the entry into the Settlement
7 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
8 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
9 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
10 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
11 construed as an admission or concession by or against Defendant or any related person or entity.

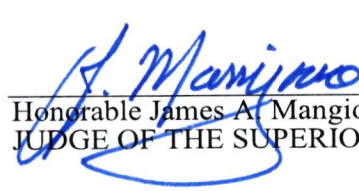
12 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
13 under the Settlement or under this order, including the requirement that Defendants make
14 payment to the Participating Class Members in accordance with the Settlement.

15 18. The Court hereby enters final judgment in accordance with the terms of the
16 Settlement Agreement, the February 5, 2024 Order Granting Preliminary Approval of Class
17 Action Settlement, and this Order.

18 19. This Judgment is intended to be a final disposition in its entirety of the above
19 captioned action. Without affecting the finality of this judgment in any way, the Court retains
20 jurisdiction of all matters relating to the interpretation, administration, implementation,
21 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

22 20. The Parties will bear their own costs and attorneys' fees except as otherwise
23 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
24 costs.

25 DATED: 20 SEP 2024

26 
27 Honorable James A. Mangione
28 JUDGE OF THE SUPERIOR COURT