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Attorneys for Plaintiff STEPHANY CLUCK

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

STEPHANY CLUCK, as an individual on behalf
of herself and on behalf of all others similarly
situated

Plaintiff,

v.

CHILDHELP, INC., A CALIFORNIA NON-
PROFIT CORPORATION; AND DOES 1-
100, INCLUSIVE,

Defendants.

Case No.: CVRI2202276

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

~~PROPOSED~~ ORDER GRANTING
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS,
AND JUDGMENT THEREON

Date: July 30, 2025
Time: 8:30 a.m.
Dept.: 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 07 2025

E Escobedo

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AUG 08 2025

~~PROPOSED~~ ORDER GRANTING MOTION FOR FINAL APPROVAL AND JUDGMENT

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement ("Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Nikki Trenner, filed on or about February 7, 2025, is the product
8 of arms-length negotiations between the parties and the terms of the Settlement Agreement are
9 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
10 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the
11 parties to the Settlement Agreement to perform forthwith their respective duties and obligations
12 thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its April 2,
14 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all persons
16 employed by Defendant ChildHelp, Inc. ("ChildHelp") and classified as an hourly paid, non-
17 exempt employee during the Class Period of January 16, 2021 to April 2, 2025. No Settlement
18 Class Members opted out of the settlement.

19 4. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, shall fully and finally release the Released Parties (as
22 defined in the Settlement Agreement) of the "Released Class Claims." The Released Class Claims
23 include all claims asserted in the Action, as amended, and/or arising from the facts alleged in the
24 Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice
25 based on the facts alleged. The Released Class Claims include all claims for unpaid wages,
26 including, but not limited to, failure to pay minimum wages, straight time compensation, overtime
27 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
28 wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest

1 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
2 authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest
3 period, and/or recovery period premiums; payment for all hours worked, including off-the-clock
4 work; failure to reimburse business expenses; wage statements; failure to keep accurate records;
5 failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating;
6 unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of
7 California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business
8 practices related to the Labor Code violations alleged in the Operative Complaint; penalties,
9 including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
10 waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with
11 recovery of the alleged Labor Code violations alleged in the Operative Complaint; and generally
12 all claims that could have been brought based on the facts alleged in the Operative Complaint
13 arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203,
14 204, 210, 216, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 432,
15 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
16 1198, 1198.5, 1199, 2802, 2810.5); the Wage Orders of the California Industrial Welfare
17 Commission; the California Business and Professions Code section 17200, *et seq.*; the California
18 Civil Code, to include but not limited to, sections 1786, 3287, 3336 and 3294; 12 CCR § 11040; 8
19 CCR § 11060; California Code of Civil Procedure § 1021.5; 15 U.S.C. § 1681; the California
20 common law of contract the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; 29 CFR
21 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims
22 not permitted by law. Plaintiff and Participating Class Members who timely cash or otherwise
23 negotiate their Settlement Payment Check will be deemed to have opted into the Action, as
24 amended, for purposes of the FLSA and, as to those Class Members, the Released Class Claims
25 include any and all claims the Class Members may have under the FLSA during the Class Period
26 arising from the facts alleged in the Action, as amended, or that could have been alleged based on
27 the facts alleged. Only those Class Members who timely cash or otherwise negotiate their
28 Settlement Payment Check will be deemed to have opted into the Action for purposes of the

1 FLSA and thereby release and waive any of their claims under the FLSA arising under or relating
2 to the alleged claims.

3 5. The Court further adjudges Plaintiff, the Labor and Workforce Development
4 Agency, and the State of California through Plaintiff as its agent and/or proxy, on behalf of
5 herself and her respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, shall release the Released Parties from all claims for civil
7 penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted
8 in Plaintiff's Operative Complaint, as amended, and in the PAGA Notice, including but not
9 limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime
10 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
11 wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest
12 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
13 authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest
14 period, and/or recovery period premiums; payment for all hours worked, including off-the-clock
15 work; failure to reimburse business expenses; wage statements; failure to keep accurate records;
16 failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating;
17 unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of
18 California's paid sick leave laws; failure to provide supplemental paid sick leave; and alleged
19 violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 218.6, 223, 225.5, 234,
20 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5,
21 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, *et seq.* and
22 2699 *et seq.* ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA
23 Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims
24 regardless of their decision to participate in or opt out of the release of the Released Class Claims.

25 6. The Settlement Administrator is ordered to distribute to the participating Class
26 Members their respective individual settlement payments from the Net Settlement Amount as
27 provided in the Settlement Agreement. All envelopes transmitting a settlement distribution check
28 to the Class Members shall bear the following notation: "YOUR CLASS ACTION

1 SETTLEMENT CHECK IS ENCLOSED.” All settlement distribution checks shall be negotiable
2 for 180 days from the date of issuance. The Settlement Administrator is further ordered to mail a
3 reminder postcard to all participating Class Members and Aggrieved Employees who have not
4 cashed their settlement checks within 60 days of issuance. With respect to any Class Member
5 who is a current employee of defendant Future Tech and whose settlement distribution check is
6 returned as undeliverable, if the Settlement Administrator is unable to locate a valid mailing
7 address then the Settlement Administrator shall arrange with defendant ChildHelp to have the
8 settlement distribution checks delivered to the currently employed Class Member at their place of
9 employment. Settlement checks will be negotiable for a minimum of 90 days and a maximum of
10 180 days after issuance. Funds attributable to uncashed checks that remain after the check void
11 date shall be forwarded to the California State Controller’s Unclaimed Property Fund as provided
12 in the Settlement Agreement. No funds shall revert to Defendant.

13 7. The Court further orders that the Class Members be provided with notice of this
14 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
15 with each Class Member’s initial settlement distribution check a notice on the check stub advising
16 the Class Members that the Court entered Judgment, the date of the Judgment, and that Class
17 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

18 8. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is
19 reasonable, appropriate, and consistent with the attorneys’ fees awarded in the Greater Los
20 Angeles Area for attorneys with similar qualifications, skill, and experience. Further, the costs
21 incurred by Class Counsel were reasonable and necessary for the successful prosecution of the
22 case. Accordingly, the Court approves Class Counsel’s request for an award of attorney’s fees in
23 the amount of \$105,000 and an award of costs and expenses in the amount of \$22,480.56. Such
24 amounts shall be paid as provided in the Settlement Agreement.

25 9. The request for a service award to Plaintiff and Class Representative Stephany
26 Cluck in the amount of \$10,000.00 is reasonable given the risks Plaintiff assumed, the amount of
27 time Plaintiff spent assisting with prosecuting the case, and for Plaintiff’s complete general
28 release of claims. The requested amount also is within the range of reasonableness for such

1 awards approved in other cases. Accordingly, the Court approves the request for a service
2 payment to Stephany Cluck in the amount of \$10,000, and the Settlement Administrator is
3 ordered to make such payment consistent with the terms of the Settlement Agreement.

4 10. The Court finds and determines the \$15,000 PAGA Penalties payment is fair,
5 appropriate, and reasonable and that the payment to the California Labor & Workforce
6 Development Agency of \$11,250.00 as its share of the settlement of civil penalties under the
7 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
8 and reasonable. The Court hereby finally approves said payment and orders the payment be made
9 per the terms of the Settlement Agreement.

10 11. The Settlement Agreement provides the Settlement Administrator, Apex Class
11 Action, LLC, shall be paid for its services from the Gross Settlement Amount. As set forth in the
12 Declaration of Stacey Shim, the Settlement Administrator is owed \$8,400.50 for services
13 rendered and to be rendered in administering the settlement. The Court therefore orders that
14 Apex be paid the amount of \$8,400.50 consistent with the terms of the Settlement Agreement.

15 12. A Final Report (Nonappearance) Hearing is set for July 30, 2026, at 8:30 a.m., in
16 Department 1 of the Riverside County Superior Court. The parties are ordered to file a
17 compliance report no later than five (5) court days before the compliance hearing, which report
18 shall include as appropriate a declaration from the Settlement Administrator describing the date
19 the settlement distribution checks were mailed, the total number of settlement distribution checks
20 mailed to Class Members, the average amount of the settlement distribution checks, the number
21 of settlement distribution checks remaining uncashed as of the check void date, the total value of
22 the uncashed settlement distribution checks, the average amount of the uncashed settlement
23 distribution checks, and the nature and date of disposition of any unclaimed funds.

24 13. Under California Rule of Court 3.769(h), without affecting the finality of this
25 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
26 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
27 judgment contemplated becomes effective and each and every act agreed to be performed by the
28 parties has been performed under the terms of the Settlement Agreement; (2) any other action

1 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
2 enforcement, construction, and interpretation of the Settlement Agreement.

3 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
4 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
5 This Order is not a finding of the validity or invalidity of any claims in this action or a
6 determination of any wrongdoing by any party. The final approval of the parties' settlement will
7 not constitute any opinion, position or determination of this Court as to the merits of the claims or
8 defenses of any party.

9 15. Judgment is hereby entered as follows: Plaintiff Stephany Cluck and the
10 Participating Class Members, defined as all persons employed by ChildHelp and classified as an
11 hourly paid, non-exempt employee during the Class Period of January 16, 2021 to April 2, 2025,
12 who have not otherwise opted out, shall take nothing from ChildHelp except as set forth in the
13 Settlement Agreement. The Court shall retain jurisdiction over the parties to interpret, implement
14 and enforce this Judgment.

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

16
17
18 Dated: 8/21/25


Judge of the Superior Court

Judge Harold W. Hopp