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individually, and on behalf of others similarly  
situated

**UNITED STATES DISTRICT COURT****FOR THE NORTHERN DISTRICT OF CALIFORNIA**

RUBIAN SAFLOR, individually, and on behalf  
of others similarly situated,

Plaintiff,

v.

ESA MANAGEMENT, LLC, a Delaware  
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 3:22-CV-05800-AGT

**[PROPOSED] FINAL JUDGMENT**

Date: December 13, 2024

Time: 10:00 a.m.

Ct rm: A – 15<sup>th</sup> Floor

Magistrate Judge: Hon. Alex G. Tse

Complaint Filed: August 12, 2022

Removal Filed: October 6, 2022

Trial Date: None Set

**[PROPOSED] ORDER GRANTING FINAL APPROVAL**

Plaintiff Rubian Saflor’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement (“the Motion”) came on for hearing on before this Court on December 13, 2024. Due and adequate notice having been given to Class Members as required by the Court’s July 11, 2024 Order Granting Preliminary Approval (Dkt. No. 16), and the Court having considered all papers filed and proceedings herein, and having received no objections to the Settlement, and determining that the Settlement is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Court, for purposes of this Judgment, adopts all defined terms as set forth in the Joint Stipulation For Class Action and PAGA Action Settlement and Release (“Settlement” or “Settlement Agreement”) filed in this Action.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Class.

3. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the United States of America and due process. The Class Notice fairly and adequately described the Settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

4. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt-out of or request exclusion from the settlement are bound by this Order.

5. The Court hereby finds that there have been 0 objections to the Settlement. The Court also finds that there were 0 objections at the hearing on Final Approval.

1           6.       The Court hereby finds that the following 1 Class Member validly requested to be  
2 excluded from the Settlement Agreement and is not bound by this Judgment. Accordingly, 4,516  
3 Participating Class Members are bound by this Judgment.

4           7.       The Court has considered all relevant factors for determining the fairness of the  
5 Settlement and has concluded that all such factors weigh in favor of granting final approval. In  
6 particular, the Court finds that the Settlement was reached following meaningful discovery and  
7 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
8 adversarial, and arm's-length negotiations between the Parties; and that the terms of the  
9 settlement are in all respects fair, adequate, and reasonable.

10          8.       In so finding, the Court has considered all evidence presented, including evidence  
11 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims  
12 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
13 investigation and discovery completed; and the experience and views of counsel. The Parties  
14 have provided the Court with sufficient information about the nature and magnitude of the claims  
15 being settled, as well as the impediments to recovery, to make an independent assessment of the  
16 reasonableness of the terms to which the Parties have agreed.

17          9.       Accordingly, the Court hereby approves the settlement as set forth in the  
18 Settlement Agreement and expressly finds that the Settlement is, in all respects, fair, reasonable,  
19 adequate, and in the best interests of the entire Class and hereby directs implementation of all  
20 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds  
21 that settlement now will avoid additional and potentially substantial litigation costs, as well as  
22 delay and risks if the Parties were to continue to litigate the case. Additionally, after considering  
23 the monetary recovery provided by the Settlement in light of the challenges posed by continued  
24 litigation, the Court concludes that the settlement provides Class Members with fair and adequate  
25 relief.

26          10.       The Settlement is approved with respect to the following Class: All hourly, non-  
27 exempt employees employed by Defendant ESA Management LLC in California at any time  
28

1 during the period from December 16, 2019 through March 11, 2024 (“Class” or “Class  
2 Members”).

3 11. The Court hereby finds that Plaintiff Rubian Saflor (“Plaintiff”) is a suitable  
4 representative and is hereby appointed the representative for the Class. The Court finds that  
5 Plaintiff’s investment and commitment to the litigation and its outcome ensured adequate and  
6 zealous advocacy for the Class, and that Plaintiff’s interests are aligned with those of the Class.

7 12. The Court hereby award a Class Representative Service Payment in the amount  
8 of \$10,000.00 to Plaintiff for her service as the class representative, to be paid from the Gross  
9 Settlement Sum.

10 13. The Court finds that the attorneys at Matern Law Group, PC (“Class Counsel”) have the requisite qualifications, experience, and skill to protect and advance the interests of the  
11 Class. The Court therefore finds that this law firm satisfies the professional and ethical  
12 obligations attendant to the position of Class Counsel, and hereby appoints them counsel for the  
13 Class.  
14

15 14. The Court finds that Class Counsel’s request for attorneys’ fees in the amount of  
16 \$593,333.33, which is one-third of the Gross Settlement Sum, is reasonable under the lodestar  
17 method and as a percentage of the common fund. The Court finds that the number of hours Class  
18 Counsel spent prosecuting this Action is reasonable and Class Counsel’s hourly rates are  
19 reasonable and in line with rates prevailing in the community. The Court awards Class Counsel  
20 \$593,333.33 in attorneys’ fees to be paid from the Gross Settlement Sum.

21 15. The Court finds that Class Counsel has incurred \$15,394.17 in costs and expenses.  
22 Such costs and expenses were reasonably incurred in prosecuting this Action on behalf of the  
23 Class, Aggrieved Employees, and State of California. Pursuant to the Stipulation, the Court  
24 awards Class Counsel \$15,394.17 in costs and expenses, to be paid from the Gross Settlement  
25 Sum.

26 16. The Court approves the Administration Expenses Payment to be paid from the  
27 Gross Settlement Sum in the amount of \$30,000.00 to Phoenix Settlement Administrators.  
28

1           17. The Court finds that the Settlement Agreement's payment of \$75,000.00 to the  
2 California Labor Workforce Development Agency ("LWDA") is appropriate and orders such  
3 payment to the LWDA to be paid from the Gross Settlement Sum.

4           18. Defendant shall pay Class Members and Aggrieved Employees pursuant to the  
5 procedures described in the Settlement Agreement.

6           19. Defendant shall separately pay its share of payroll taxes in addition to the Gross  
7 Settlement Sum.

8           20. All Class Members were given a full and fair opportunity to participate in the  
9 Final Approval Hearing, and all members of the Class wishing to be heard have been heard. Class  
10 Members also have had a full and fair opportunity to exclude themselves from the proposed  
11 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's  
12 Order shall be forever binding on all Class Members who did not timely and properly opt out of  
13 the Settlement. These Class Members have released and forever discharged the Defendant for  
14 any and all Released Claims.

15           21. Without affecting the finality of this Judgment, the Court shall retain exclusive  
16 and continuing jurisdiction over the above-captioned action and the parties, including all Class  
17 Members, for purposes of enforcing the terms of the Judgment entered herein.

18           22. The Court hereby enters judgment for Plaintiff, Class Members, Aggrieved  
19 Employees, and State of California in accordance with the terms of the Settlement Agreement.

20           23. This Judgment is intended to be a final disposition of the Action and is intended  
21 to be immediately appealable.

22           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

23  
24 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Alex G. Tse  
United States Magistrate Judge