

**MATERN LAW GROUP, PC**  
 Matthew J. Matern (CA SBN 159798)  
[mmatern@maternlawgroup.com](mailto:mmatern@maternlawgroup.com)  
 Joshua D. Boxer (CA SBN 226712)  
[jboxer@maternlawgroup.com](mailto:jboxer@maternlawgroup.com)  
 1230 Rosecrans Avenue, Suite 200  
 Manhattan Beach, California 90266  
 Telephone: (310) 531-1900  
 Facsimile: (310) 531-1901

**MATERN LAW GROUP, PC**  
 Sara B. Tosdal (CA SBN 280322)  
[stosdal@maternlawgroup.com](mailto:stosdal@maternlawgroup.com)  
 1330 Broadway, Suite 436  
 Oakland, California 94612  
 Telephone: (310) 531-1900  
 Facsimile: (310) 531-1901

Attorneys for Plaintiff RUBIAN SAFLOR  
 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] ORDER GRANTING  
 FINAL APPROVAL**

Date: December 13, 2024  
 Time: 10:00 a.m.  
 Ctrm: 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's") 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 AS FOLLOWS:**

1. For the reasons set forth in the Order Granting Preliminary Approval (Dkt. No. 16), which are adopted and incorporated herein by reference, this Court finds that the requirements of Rule 23 have been satisfied

2. The Court, for purposes of this Order, 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.

3. 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.

4. 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.

5. 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.

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

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

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

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

19           10.      Accordingly, the Court hereby approves the settlement as set forth in the  
20 Settlement Agreement and expressly finds that the Settlement is, in all respects, fair, reasonable,  
21 adequate, and in the best interests of the entire Class and hereby directs implementation of all  
22 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds  
23 that settlement now will avoid additional and potentially substantial litigation costs, as well as  
24 delay and risks if the Parties were to continue to litigate the case. Additionally, after considering  
25 the monetary recovery provided by the Settlement in light of the challenges posed by continued  
26 litigation, the Court concludes that the settlement provides Class Members with fair and adequate  
27 relief.  
28

1           11. The Settlement is not an admission by Defendant or by any other released party,  
2 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant  
3 or any other released party. Neither this Order, the Settlement Agreement, nor any document  
4 referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed  
5 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability  
6 whatsoever by or against Defendant or any of the other released parties.

7           12. Final approval shall be with respect to the following Class: All hourly, non-  
8 exempt employees employed by Defendant ESA Management LLC in California at any time  
9 during the period from December 16, 2019 through March 11, 2024 (“Class” or “Class  
10 Members”).

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

15           14. The Court finds that the attorneys at Matern Law Group, PC have the requisite  
16 qualifications, experience, and skill to protect and advance the interests of the Class. The Court  
17 therefore finds that this law firm satisfies the professional and ethical obligations attendant to the  
18 position of Class Counsel, and hereby appoints them counsel for the Class.

19           15. The Court approves the Administration Expenses Payment to be paid from the  
20 Gross Settlement Sum in the amount of \$30,000.00 to Phoenix Settlement Administrators.

21           16. The Court finds that the Settlement Agreement’s payment of \$75,000.00 to the  
22 California Labor Workforce Development Agency (“LWDA”) is appropriate and orders such  
23 payment to the LWDA to be paid from the Gross Settlement Sum.

24           17. Defendant shall pay Class Members and Aggrieved Employees pursuant to the  
25 procedures described in the Settlement Agreement.

26           18. Defendant shall separately pay its share of payroll taxes in addition to the Gross  
27 Settlement Sum.

1           19. All Class Members were given a full and fair opportunity to participate in the  
2 Final Approval Hearing, and all members of the Class wishing to be heard have been heard. Class  
3 Members also have had a full and fair opportunity to exclude themselves from the proposed  
4 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's  
5 Order shall be forever binding on all Class Members who did not timely and properly opt out of  
6 the Settlement. These Class Members have released and forever discharged the Defendant for  
7 any and all Released Claims.

8           20. Without affecting the finality of this Order, the Court shall retain exclusive and  
9 continuing jurisdiction over the above-captioned action and the parties, including all Class  
10 Members, for purposes of enforcing the terms of the Order entered herein and any Judgment  
11 entered.

12           21. The Parties are to provide a final report and accounting by \_\_\_\_\_.  
13 A non-appearance case review hearing regarding submission of the final report is set for  
14 \_\_\_\_\_.

15           22. The Court directs that a judgment shall be entered in accordance with the terms  
16 of this Order.

17           **IT IS SO ORDERED.**

18  
19 Dated: \_\_\_\_\_

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