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FILED
Superior Court of California,
County of Kern
By: Sydney Cardenas
Deputy Clerk
04/23/2026

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

PRECIOUS WOODS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

M. D. ATKINSON COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: BCV-25-101232

Assigned for All Purposes to:
Honorable T Mark Smith
Department T2

CLASS ACTION

**~~[PROPOSED]~~ SECOND AMENDED
ORDER OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: April 15, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department T2

Complaint Filed: April 4, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Precious Woods' ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Service Payment, and considering papers submitted in support, including the
4 Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Settlement," or
5 "Agreement"), **FINDS AND ORDERS** as follows:

6 On September 30, 2025, Plaintiff and Defendant M.D. Atkinson Company, Inc.
7 ("Defendant") entered the Settlement Agreement.

8 The Court entered an Order preliminarily approving the settlement of this lawsuit
9 ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section 382 and
10 Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class
11 Members with an opportunity to object, request exclusion, or submit a Claim Form, and
12 scheduling a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Second Amended Order of Final
14 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
15 otherwise provided, all the capitalized terms in this Order and Judgment shall have the same
16 meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice was disseminated, and all the Class
18 Members were given the opportunity to request exclusion, the Court has personal jurisdiction
19 over the claims of the Class Members. The Court has subject matter jurisdiction over this matter,
20 including jurisdiction to approve the settlement and grant final certification.

21 3. Final Class Certification. The Court finds that the Class satisfies all the
22 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
23 process. Thus, the Court certifies a Class consisting of all current and former hourly-paid or
24 nonexempt employees of Defendant within the State of California at any time during the period
25 from April 4, 2021, through December 2, 2025 ("Class," "Class Members," and "Class Period").
26 There are eighty-seven (87) Class Members who submitted timely and valid Claim Forms for
27 participation in the Settlement ("Claimant").

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1 4. Adequacy of Representation. Class Counsel have fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Notice Packet. The Court finds the Notice of Class Action Settlement and
5 Claim Form (“Notice Packet”) and its distribution to the Class Members have been implemented
6 pursuant to the Agreement and Preliminary Approval Order. The Court finds the Notice Packet:

- 7 a. Constitutes notice reasonably calculated to apprise the Class Members of:
8 (i) pendency of this lawsuit; (ii) material terms and provisions of the
9 Settlement and their rights under the Settlement; (iii) their right to object
10 to any aspect of the Settlement; (iv) their right to exclude themselves from
11 the Settlement; (v) their right to claim a settlement payment by submitting
12 a Claim Form; (vi) their right to appear at the Final Approval Hearing; and
13 (vii) binding effect of the orders and judgment in this lawsuit, whether
14 favorable or unfavorable, on the Class Members who do not request
15 exclusion from the Settlement (“Settlement Class Members”);
16 b. Constitutes notice fully satisfying the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;
18 c. Constitutes notice reasonable, adequate, and sufficient for the Class
19 Members; and
20 d. Constitutes the best practicable notice to the Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Settlement
22 Agreement were entered into in good faith, resulting from arm’s-length negotiations by
23 experienced counsel who carried out a meaningful investigation of the disputed claims. The
24 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
25 reasonable, and adequate and in the best interests of the Parties. The Parties shall implement the
26 Settlement Agreement according to its terms and provisions.

27 7. Binding Effect. The terms and provisions of the Agreement and this Order
28 and Judgment are binding on Plaintiff, Settlement Class Members, and Aggrieved Employees.

1 8. Enforcement of the Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement.

3 9. Release by the Settlement Class Members. Effective on the date when
4 Defendant funds the entire Gross Settlement Amount and all employer's share of payroll taxes
5 owed on the wage portion of the Individual Settlement Payments, all the Settlement Class
6 Members, on behalf of themselves and their former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
8 Released Class Claims.

9 a. Release by the Aggrieved Employees. Effective on the date when
10 Defendant funds the entire Gross Settlement Amount and all employer's
11 share of payroll taxes owed on the wage portion of the Individual
12 Settlement Payments, all the Aggrieved Employees are deemed to release,
13 on behalf of themselves and their former and present representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns, the
15 Released Parties from the Released PAGA Claims.

16 b. Release by Plaintiff. Effective on the date when Defendant funds the entire
17 Gross Settlement Amount and all employer's share of payroll taxes owed
18 on the wage portion of the Individual Settlement Payments, Plaintiff and
19 Plaintiff's former and present spouses, representatives, agents, attorneys,
20 heirs, administrators, successors, and assigns generally release and
21 discharge the Released Parties from the Plaintiff's Release. Furthermore,
22 Plaintiff expressly waives and relinquishes the provisions, rights, and
23 benefits, if any, of section 1542 of the Civil Code.

24 c. Released Parties. The Released Parties include Defendant and each of its
25 current and former parents, owners, subsidiaries, divisions, and affiliated
26 or related persons or entities, and each of their respective officers,
27 directors, employees, partners, shareholders, joint employers, insurers,
28 attorneys, agents, executors, and assigns.

1 10. Attorneys' Fees and Costs. The Court finds an award of Attorneys' Fees
2 of \$192,500 (35% of the Gross Settlement Amount), to be paid out of the Gross Settlement
3 Amount, to be reasonable and appropriate. The Court also finds an award for attorneys' costs of
4 \$12,855.90, to be paid out of the Gross Settlement Amount, to be reasonable and appropriate.
5 The Attorneys' Fees and Costs are to be paid pursuant to the terms and provisions of the
6 Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees or
7 costs incurred by Class Counsel or any other counsel representing Plaintiff or Class Members.
8 Defendant shall also not be required to pay for any other attorneys' fees or costs incurred by
9 Plaintiff or Class Members in connection with or related to this matter.

10 a. The Court has an independent right and responsibility to review requested
11 attorneys' fees and to only award so much as it determines reasonable.
12 (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118
13 Cal.App.4th 123, 127-28.) The attorneys' fees are supported under the
14 percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016)
15 1 Cal.5th 480, 504.) Considering the results obtained for the Class,
16 financial risk undertaken, difficult nature of this litigation, skill required,
17 percentage fees awarded in other cases, and contingent fees charged in
18 private marketplace, the Court finds that the attorneys' fees are consistent
19 with the legal marketplace and are reasonable and approves the attorneys'
20 fees of \$192,500.

21 b. The Court reviewed the Declaration of Douglas Han regarding the
22 attorneys' costs and expenses expended in the prosecution of this case.
23 Under the terms of the Settlement Agreement, Class Counsel may seek
24 reimbursement of up to \$20,000 in attorneys' costs and expenses. The
25 Court approves the payment of the attorneys' costs of \$12,855.90 for the
26 reimbursement of the attorneys' costs and expenses incurred.

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1 11. Class Representative Service Payment. The Court finds the Class
2 Representative Service Payment of \$7,500, to be paid out of the Gross Settlement Amount, to be
3 reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to
4 the terms and provisions of the Settlement Agreement.

5 a. The rationale for making service enhancement payments is that the class
6 representatives should be compensated for the expense and risk incurred in
7 conferring a benefit on other class members. Such enhancement payments
8 are appropriate if they are necessary to induce individuals to participate in
9 the suit. The criteria that courts may consider include the: (i) risk in
10 commencing this lawsuit; (ii) notoriety and personal difficulties
11 encountered; (iii) amount of time and effort spent; (iv) duration of the
12 litigation; and (v) personal benefit (or lack thereof).

13 b. The Court reviewed Plaintiff's declaration outlining Plaintiff's work.
14 Given the risks inherent in the services as the class representative, duration
15 of the case and time involved, and benefits created for the Class, the Court
16 approves the Class Representative Service Payment of \$7,500.

17 12. Administration Costs. The Court finds the Administration Costs of \$8,500,
18 to be paid out of the Gross Settlement Amount, to be reasonable and appropriate. The
19 Administration Costs are to be paid pursuant to terms and provisions set forth in the Agreement.

20 a. The Court reviewed the Declaration of Tim Cunningham from CPT
21 Group, Inc., the Administrator. The Court finds that notice was provided
22 to the Class pursuant to the Preliminary Approval Order, constitutes the
23 best practicable notice to the Class, and satisfied due process. The Court
24 approves the payment of the Administration Costs of \$8,500 to the
25 Administrator for its services in administering the Agreement.

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1 13. PAGA Penalties. The Court finds the PAGA Penalties of \$27,500, sixty-
2 five percent (65%) of which (\$17,875) will be paid out of the Gross Settlement Amount to the
3 California Labor and Workforce Development Agency and thirty-five percent (35%) of which
4 (\$9,625) will be distributed to all the Aggrieved Employees, pro rata, to be reasonable and
5 appropriate. The PAGA Penalties are to be paid pursuant to the terms of the Settlement.

6 14. Fairness of the Settlement Agreement. As noted in the Preliminary
7 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
8 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
9 negotiations following litigation, discovery, and exchange of documentation. The negotiations
10 were facilitated with the continued assistance of Deborah Crandall Saxe, an experienced, well-
11 respected mediator.

12 a. There were no Notices of Objection and no Requests for Exclusion,
13 demonstrating the fairness of the Settlement Agreement.

14 b. The fairness of the Settlement Agreement is demonstrated by the gross
15 *average* Individual Settlement Payment being about \$2,404.45 and the
16 *gross highest* Individual Settlement Payment being around \$6,108.40.

17 15. Funding of the Gross Settlement Amount. Within thirty (30) calendar days
18 of the Effective Date, Defendant will deposit the Gross Settlement Amount and all employer's
19 share of payroll taxes owed into the Qualified Settlement Fund account. Within fourteen (14)
20 calendar days of the funding of the Gross Settlement Amount, the Administrator will distribute
21 all settlement payments to the appropriate entities and persons.

22 16. Uncashed Checks. Any checks issued by the Administrator to Claimants
23 will be negotiable for at least one hundred eighty (180) calendar days. Those funds represented
24 by settlement checks returned as undeliverable and those settlement checks remaining uncashed
25 for more than one hundred eighty (180) calendar days after their issuance will be transmitted to
26 California Controller's Unclaimed Property Fund in the name of the Claimants.

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1 17. Compliance Hearing. The Court sets a compliance hearing on April 8,
2 2027 at 8:30 a.m. in Department T2. A compliance status report shall be filed no later than five
3 (5) court days before the compliance hearing. Pursuant to Code of Civil Procedure section 384,
4 the compliance status report shall specify the total amount paid to the Claimants and total
5 residual of unclaimed settlement funds that will be paid to the entity identified as the recipient of
6 such funds in the Settlement Agreement.

7 18. Modification of the Settlement Agreement. The Settlement Agreement
8 may be amended or modified only by a written instrument signed by all Parties and their counsel
9 or their representatives/successors-in-interest. Such amendments or modifications shall be
10 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members
11 under the Settlement Agreement.

12 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
13 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
14 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
15 and for any other necessary purpose, including, without limitation:

- 16 a. Entering such additional orders as may be necessary or appropriate to
17 protect and/or effectuate this Order and Judgment approving the
18 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
19 related proceedings, and to ensure the fair and orderly administration of
20 the Settlement Agreement;
- 21 b. Enforcing the terms and provisions of the Settlement Agreement and
22 resolving any disputes, claims, or causes of action in this lawsuit that, in
23 whole or in part, are related to or arise out of the Settlement Agreement or
24 this Order and Judgment; and
- 25 c. Entering any other necessary or appropriate orders to protect and
26 effectuate this Court's retention of continuing jurisdiction.

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1 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
2 and Class Representative Service Payment is GRANTED. The Administrator is directed to carry
3 out the terms of the Settlement Agreement forthwith.

4 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
5 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
6 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
7 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
8 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
9 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

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11 **IT IS SO ORDERED.**

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13 DATED: April 23, 2026



HONORABLE T MARK SMITH
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On April 28, 2026, I served the foregoing document described as

SECOND AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Precious Woods v. M. D. Atkinson Company, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1075396-25**
Court Case No.: BCV-25-101232
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2026, at Pasadena, California.



Christina Castro