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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

THOMAS HAVEN, BRETT OWENS, and
DONAVON PATTERSON individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

v.

CALIFORNIA VOCATIONS, INC., a
California Corporation; and DOES 1-50,
Inclusive;

Defendants.

Case No. 20CV01514

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: March 1, 2023
Time: 9:00 a.m.

Judge: Hon. Stephen E. Benson
Dept.: 6

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims (“Agreement”) and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on March 1, 2023, before the
4 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiffs THOMAS HAVEN, BRETT OWENS, and DONAVON PATTERSON (“Plaintiffs”).
6 Young, Minney and Corr, LLP appeared on behalf of Defendant CALIFORNIA VOCATIONS,
7 INC. (hereinafter “Defendant”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Butte (“Court”), Case No. 20CV01514, entitled
16 *Haven v. California Vocations, Inc.*, and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On November 9, 2022, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement
20 class for settlement purposes only. The Court confirms this Order and finally approves the
21 settlement and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on December 15,
25 2022. Mailing of the Notice Packet to their last known addresses was the best notice practicable
26 under the circumstances and was reasonably calculated to communicate actual notice of the
27 litigation and the proposed settlement to the members of the Class Members. The Court finds that
28

1 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
2 3.769.

3 5. The Response Deadline for opting out or objecting was January 28, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. Two Class Members requested
6 exclusion. The name of the Class Members who opted out are Megan June Proulx and Gay
7 Lorraine Privitt. Approximately 99.72% of the Class Members will be participating in the
8 Settlement and will be sent Individual Settlement Payments.

9 **Fairness Of The Settlement**

10 6. The Agreement provides for a Gross Settlement Amount of \$585,000.00.
11 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
12 Cal.App.4th 1794, 1801.)

13 a. The settlement was reached through arms-length bargaining between
14 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
15 settlement.

16 b. The Parties' investigation and discovery have been sufficient to
17 allow the Court and counsel to act intelligently.

18 c. Counsel for all parties are experienced in similar employment class
19 action litigation and have previously settled similar class claims on behalf of employees claiming
20 compensation. All counsel recommended approval of the Settlement.

21 d. The percentage of objectors and requests for exclusion is small. No
22 objections were received. Two requests for exclusion was received by Megan June Proulx and
23 Gay Lorraine Privitt.

24 e. The participation rate is high. Approximately 99.72% of Class
25 Members will be participating in the Settlement and will be sent settlement payments.

26 7. The consideration to be given to the Class Members under the terms of the
27 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
28 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of

1 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
2 litigation and the delays which would ensue from continued prosecution of the Action.

3 8. The Agreement is finally approved as fair, adequate, and reasonable and in
4 the best interests of the Settlement Class Members.

5 **Attorneys' Fees and Litigation Expenses**

6 9. The Agreement provides for a Class Counsel Award in the amount of up to
7 Two Hundred Nine Thousand, Six Hundred Nine Dollars and Twenty-One Cents (\$209,609.21).
8 Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third
9 (1/3) of the Gross Settlement Amount, or One Hundred Ninety-Five Thousand Dollars and Zero
10 Cents (\$195,000.00) and reimbursement of costs and expenses in the amount of Fourteen
11 Thousand, Six Hundred Nine Dollars and Twenty-One Cents (\$14,609.21).

12 10. A Class Counsel Award of Two Hundred Nine Thousand, Six Hundred
13 Nine Dollars and Twenty-One Cents (\$209,609.21) comprised of attorneys' fees in the amount of
14 One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) and reimbursement of
15 actually incurred costs and expenses in the amount of Fourteen Thousand, Six Hundred Nine
16 Dollars and Twenty-One Cents (\$14,609.21) is reasonable in light of the contingent nature of
17 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
18 Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
19 reasonable and at the low end of the range for fee awards in common fund cases and is supported
20 by Class Counsel's lodestar.

21 **Class Representative Service Awards**

22 11. The Agreement provides for Class Representative Service Awards of Thirty
23 Thousand Dollars and Zero Cents (\$30,000) comprised of up to Ten Thousand Dollars and Zero
24 Cents (\$10,000.00) to each Plaintiff, Thomas Haven, Brett Owens, and Donavon Patterson,
25 subject to the Court's approval. The Court finds that the amount of Thirty Thousand Dollars and
26 Zero Cents (\$30,000.00), comprised of Ten Thousand Dollars (\$10,000) to each Plaintiff is
27 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class action
28 litigation.

1 **Settlement Administration Costs**

2 12. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$13,000.00. The Declaration of the Settlement Administrator provides
4 that the actual claims administration expenses were \$13,000. The amount of this payment is
5 reasonable in light of the work performed by the Settlement Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include all non-exempt employees who are or previously were
11 employed by Defendant and performed work in California (“Class”) during the period from April
12 6, 2016, to May 5, 2022 (“Class Period”).

13 2. Every person in the Class who did not opt out is a Settlement Class
14 Member. The Court finds, based on the declaration of the Settlement Administrator, that two
15 Class Members opted-out of the Settlement. The Class Members who opted out are Megan June
16 Proulx and Gay Lorraine Privitt.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Class Counsel are awarded attorneys’ fees in the amount \$209,609.21 for
21 the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One
22 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) and litigation expenses in
23 the amount of Fourteen Thousand, Six Hundred Nine Dollars and Twenty-One Cents
24 (\$14,609.21). Class Counsel shall not seek or obtain any other compensation or reimbursement
25 from Defendant, Plaintiffs, or members of the Class.

26 5. The payment of the Class Representative Service Awards to the Plaintiffs in
27 the amount of \$30,000.00, comprised of \$10,000.00 to each Plaintiff is approved.

1 6. The payment of \$13,000.00 to the Settlement Administrator for Settlement
2 Administration Costs is approved.

3 7. The PAGA Settlement of \$30,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
5 finds that Plaintiffs and Class Counsel negotiated the PAGA Settlement at arms-length, absent of
6 any fraud or collusion.

7 8. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Settlement Class Member. The Final Judgment shall operate as a full release and
9 discharge of Defendant from all class claims alleged in the operative complaint which occurred
10 during the Class Period. To the extent employees are required to “opt-in” to have this release be
11 deemed effective under federal law, the acceptance and negotiation of any settlement check shall
12 be deemed effective for that purpose.

13 9. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
14 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys’
15 General Act (“PAGA”) and shall release Defendant from all PAGA claims alleged in the operative
16 complaint and Plaintiffs’ PAGA notices to the LWDA which occurred during the PAGA Period,
17 and other than the named Plaintiffs, expressly excluding all other claims, including claims for
18 vested benefits, wrongful termination, unemployment insurance, disability, social security,
19 workers’ compensation, and PAGA claims outside the PAGA Period.

20 10. The term “Aggrieved Employees” is hereby defined to all non-exempt
21 employees who are or previously were employed by Defendant and performed work in California
22 during the PAGA Period. The PAGA Period means the period between August 3, 2019, to May 5,
23 2022.

24 11. In addition to the release given by each Settlement Class Member, Plaintiffs
25 also generally release Defendant from any and all claims as set forth in the General Release by
26 Plaintiffs in the Agreement.

27 12. The Agreement is not an admission by Defendant, nor is this Final
28 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any

1 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
2 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
3 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
4 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
5 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
6 concession with regard to the denials or defenses by Defendant and shall not be offered in
7 evidence in any action or proceeding against Defendant in any court, administrative agency or
8 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
9 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
10 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
11 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
12 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
13 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
14 claims being released by the Settlement.

15 13. Notice of entry of this Final Approval Order and Judgment shall be given to
16 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send
17 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
18 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as
19 indicated in the Notice Packet.

20 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
21 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
22 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
23 connection with the distribution of settlement benefits.

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1 15. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

6 **IT IS SO ORDERED.**

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8 DATED: _____, 2023

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10 _____
11 Hon. Stephen E. Benson
12 Judge, Superior Court for the State of California,
13 County of Butte
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