

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

DONALD MCGARITY, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

NV COMMUNICATION; and DOES 1
through 20, inclusive,

Defendants.

Case No. 34-2022-00323514

Assigned for all purposes to
Hon. Judge Lauri A. Damrell
Dept. 22

~~PROPOSED~~ ORDER OF FINAL APPROVAL
AND JUDGMENT

Date: March 14, 2025
Time: 9:00 a.m.
Dept: 22

~~PROPOSED~~ ORDER OF FINAL APPROVAL AND JUDGMENT

1 This matter came on for hearing on March 14, 2025, at 9:00 a.m., in Department 22 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed August 9, 2024 (the "Order Granting Preliminary Approval"), and the
5 AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT (the
6 "Settlement Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion
7 for Preliminary Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard August 9, 2024,
11 and the instant Motion for Final Approval, the Court grants final approval of the Settlement and
12 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. All terms used in this Order of Final Approval and Judgment (the "Order") shall
14 have the same meanings given as those terms are used and/or defined in the Settlement
15 Agreement.

16 2. In this wage-and-hour class action lawsuit, Plaintiff sued Defendant for alleged
17 Labor Code violations. The operative complaint alleged that Defendant: (a) failed to pay
18 minimum wages; (b) failed to pay overtime wages; (c) failed to provide meal periods; (d) failed
19 to permit rest breaks; (e) failed to reimburse business expenses; (f) failed to provide accurate
20 itemized wage statements; (g) failed to pay wages timely during employment; (h) failed to pay
21 all wages due upon separation of employment; (i) violated of Business and Professions Code §
22 17200, et seq., based on the preceding claims; and (j) committed Labor Code violations
23 warranting civil penalties under the California Private Attorneys General Act of 2004 ("PAGA"),
24 based upon the preceding claims.

25 3. This Court has jurisdiction over the subject matter of the Action and over all
26 Parties to the Action, including all Class Members and PAGA Employees.

27 4. For settlement purposes only, the Court finally certifies the Class, as defined in
28 the Settlement Agreement, as follows:

1 All current and former non-exempt employees who were employed by Defendant
2 in California at any time during the Class Period of January 17, 2018, through
3 November 16, 2023.

4 The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a),
5 and certifies the Class solely for purposes of effectuating the Settlement.

6 5. The Court finds that an ascertainable class of 424 prospective Class Members
7 exists and a well-defined community of interest exists on the questions of law and fact involved
8 because, in the context of the Settlement: (a) all related matters predominate over any individuals
9 questions; (b) the claims of Plaintiff are typical of the claims of the Class Members; (c) in
10 negotiating, entering into and implementing the Settlements, Plaintiff and Class Counsel have
11 fairly and adequately represented and protected the interest of the Class Members; (d) a class
12 action is superior to other available methods for an efficient adjudication of this controversy; and
13 (e) Class Counsel are qualified to serve as counsel for the Class Representative and the Class.

14 6. The Court also approves the Parties designation of the PAGA Employees to
15 include all current and former non-exempt employees who were employed by Defendant in
16 California at any time during the PAGA Period of July 14, 2021, through November 16, 2023.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate, and compliant with all applicable requirements of
19 the California Code of Civil Procedure, the California and United States Constitutions, including
20 the Due Process clauses, the California Rules of Court, and any other applicable law, and in the
21 best interest of each of the Parties and Class Members. The Court directs the Parties to effectuate
22 the Settlement according to its terms and declares the Settlement Agreement to be binding on all
23 Parties, Class Members and PAGA Employees, having found that the Settlement was reached as
24 a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator.
25 The Court further finds that the Parties conducted extensive investigation, research, and discovery
26 and that their attorneys were able to reasonably evaluate their respective positions. The Court also
27 finds that the Settlement will enable the Parties to avoid additional and potentially substantial
28 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The

1 Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the
2 significant value accorded to the Class.

3 8. Pursuant to the Order Granting Preliminary Approval, the Settlement
4 Administrator sent a Notice Packet to each Class Member and PAGA Employee by first-class
5 mail. These Notice Packet informed the Class of the terms of the Settlement, their right to receive
6 an Individual Settlement Payment, their right (a) to comment on or object to the Settlement, (b)
7 to request exclusion from the Settlement and pursue their own remedies, and (c) to appear in
8 person or by counsel at the final approval hearing and to be heard regarding approval of the
9 Settlement. Adequate periods of time were provided by each of these procedures. No member of
10 the Class filed written objection to the proposed Settlement as part of this notice process or stated
11 an intention to appear at the final approval hearing.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of the Class. The Court finds and
15 determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court hereby confirms appointment of Aegis Law Firm, PC as Class Counsel
18 in this Action.

19 11. The Court hereby confirms appointment of Plaintiff Donald McGarity as the
20 Class Representative in this Action.

21 12. Defendant agreed to settle for the non-reversionary Gross Settlement Amount of
22 \$1,050,000.00. Defendant will have no obligation to pay any amount in connection with the
23 Settlement apart from the Gross Settlement Amount and the employer's share of payroll taxes
24 due on the portion of Individual Settlement Payments allocated to wages. Moreover, none of the
25 Gross Settlement Amount will revert to Defendant. According to the Settlement Administrator's
26 calculations, the gross average Individual Settlement Payment will be approximately \$1,440.24,
27 the gross highest Individual Settlement Payment will be approximately \$10,009.68, and the gross
28 lowest Individual Settlement Payment will be approximately \$35.37.

1 13. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Participating Class Member and PAGA
3 Employee, and that the Settlement is ordered finally approved, and that all terms and provisions
4 of the Settlement should be and hereby are ordered to be consummated.

5 14. The Court hereby approves the Gross Settlement Amount of \$1,050,000.00.

6 15. The Court finds and determines that the Individual Settlement Payments to be
7 paid to Participating Class Members as provided for by the Settlement are fair and reasonable.
8 The Court hereby gives final approval to and orders the payment of those amounts be made to the
9 Participating Class Members in accordance with the Settlement Agreement.

10 16. The Court finds and determines that the \$50,000.00 allocation from the Gross
11 Settlement Amount allocated to claims under PAGA is fair and reasonable, and the Court grants
12 final approval and orders payment of seventy-five percent (75%) thereof (i.e., \$37,500.00) to the
13 California Labor and Workforce Development Agency, and the remainder (i.e., \$12,500.00)
14 distributed to the PAGA Employees in accordance with the Settlement Agreement.

15 17. The Court finds and determines that the fees and expenses in administrating the
16 Settlement incurred by the Settlement Administrator, ILYM Group, Inc., in the amount of
17 \$9,850.00, are fair and reasonable. The Court hereby gives final approval to and orders that the
18 payment of that amount in accordance with the Settlement Agreement.

19 18. The Court finds and determines the Class Representatives Incentive Award of up
20 to \$10,000.00 for Plaintiff and Class Representative Donald McGarity, is fair and reasonable.
21 The Court hereby orders the Administrator to make this payment to the Plaintiff/Class
22 Representative in accordance with the terms of the Settlement Agreement.

23 19. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
24 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
25 in the sum of \$350,000.00 and litigation costs in the sum of \$19,488.74. The Court finds such
26 amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make
27 these payments in accordance with the terms of the Settlement Agreement.
28

1 20. The Court approves the Settlement Agreement. All Parties, including each and all
2 Class Members, are bound by this Order of Final Approval and Judgment and by the Settlement
3 Agreement. By extension, all Class Members shall be deemed to have entered the Settlement
4 Agreement.

5 21. Defendant and Released Parties are discharged from all Released Claims in
6 accordance with the terms of the Settlement Agreement. All Class Members shall be bound by
7 the Settlement and this Order, including the release of claims in favor of Defendant and the other
8 Released Parties as set forth in the Settlement Agreement. Class Member are permanently barred
9 from prosecuting against Defendant and the other Released Parties regarding any and all of the
10 Released Class Claims as defined in the Settlement Agreement.

11 22. Defendant and Released Parties are discharged from all Released PAGA Claims
12 in accordance with the terms of the Settlement Agreement. All PAGA Employees and the State
13 of California shall be bound by the release of PAGA claims in favor of Defendant and the other
14 Released Parties as set forth in the Settlement Agreement. The PAGA Employees and the State
15 of California are permanently barred from prosecuting against Defendant and the other Released
16 Parties regarding any and all of the Released PAGA Claims as defined in the Settlement
17 Agreement.

18 23. Plaintiff and Class Representative Donald McGarity is bound to the general
19 release of claims against Defendant and the other Released Parties as set forth in the Settlement
20 Agreement, and is permanently barred from prosecuting against Defendant and the other Released
21 Parties regarding any and all of the Named Plaintiff's Released Claims as defined in the
22 Settlement Agreement.

23 24. The Settlement Administrator is hereby directed to mail the Individual Settlement
24 Payments in envelopes that bear the notation, "YOUR CLASS ACTION /PAGA SETTLEMENT
25 CHECK IS ENCLOSED" and take all other actions in furtherance of the settlement
26 administration in accordance with the Settlement Agreement.

27 25. As set forth in the Settlement Agreement, all settlement checks will remain
28 negotiable for one hundred and eighty (180) calendar days. Any check not cashed within one

hundred and eighty (180) calendar days will be void. No later than ten (10) calendar days after the expiration of the 180-day period, the Settlement Administrator will deposit the total amounts contained in the uncashed settlement checks, and all interest that has accrued thereon, to the State Controller's Unclaimed Property Fund. The Settlement Administrator will provide a declaration of deposit with the State Controller's Unclaimed Property Fund, which will be served on the Parties' counsel within ten (10) calendar days of said deposit. Any costs associated with administering the remaining funds herein or payments to the State Controller's Unclaimed Property Fund (e.g., bank stop-payment charges, settlement administration costs associated with any reserve amount) will be deducted before the deposit into the State Controller's Unclaimed Property Fund.

26. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's right to continue to oppose the merits of the claims in the Action, or class treatment of the claims in the Action, if the Settlement fails to become Final or effective, or in any other case without limitation. Neither the Settlement, this Order, nor the Judgment, constitutes a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

27. Once the Court grants this Order of Final Approval and Judgment, the Settlement Administrator will mail a notice of entry of judgment to Class Members and PAGA Employee along with their Individual Settlement Payment checks via First-Class U.S. Mail. The notice of entry of judgment will state, "The Superior Court of California, County of Sacramento, granted final approval of the settlement in McGarity v. NV Communication, Case No. 34-2022-00323514, on March 14, 2025. Pursuant to this, the Settlement Administrator has enclosed your Individual Settlement Payment and/or Individual PAGA Payment check along with this notice of entry of judgment."

28. Without affecting the finality of this Order or the entry of Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

1 29. Neither Defendant nor any related persons or entities shall have any further
2 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
3 except as provided for by the Settlement Agreement.

4 30. Neither the making of the Settlement Agreement nor the entry into the Settlement
5 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of
6 any claims or allegations in the Action or of any other wrongdoing by Defendant. Further, the
7 Settlement Agreement is not a concession, and shall not be used as an admission of any
8 wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
9 terms of the Settlement Agreement be construed as an admission or concession by or against
10 Defendant or any related person or entity.

11 31. Nothing in this Order shall preclude any action to enforce the Parties' obligations
12 under the Settlement or under this Order, including the requirement that Defendant make payment
13 to of the Gross Settlement Amount in accordance with the Settlement Agreement.

14 32. Upon completion of the administration of the Settlement, the Settlement
15 Administrator will provide written certification of such completion to the Court and counsel for
16 the Parties which shall be filed with the Court at least fifteen (15) days before the non-appearance
17 compliance hearing set for **June 12, 2026, at 10:30 a.m. in Department 22.**

18 33. The Court hereby enters final Judgment in accordance with the terms of the
19 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
20 on April 8, 2024, and this Order.

21 34. This Judgment is intended to be a final disposition in its entirety of the above
22 captioned action and is intended to be immediately appealable. Without affecting the finality of
23 this Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation,
24 administration, implementation, effectuation, and enforcement of the Settlement pursuant to
25 C.C.P. § 664.6.

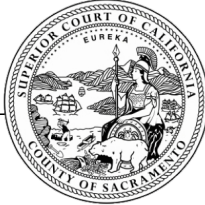
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1 35. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
3 costs from the Gross Settlement Amount.

4
5 DATED: 3/14/25



A handwritten signature in cursive script, appearing to read "Lauri A. Damrell".

Honorable Lauri A. Damrell
JUDGE OF THE SUPERIOR COURT