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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN DIEGO**

14
15 DANIEL CHILDERS, an individual, on behalf
16 of himself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 OPTIONS FOR ALL, INC., a Corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: **37-2022-00043155-CU-OE-CTL**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: July 18, 2025

Hearing Time: 10:30 a.m.

Judge: Hon. Loren G. Freestone

Dept.: 64

Date Action Filed: November 26, 2022

Trial Date: Not set

1 The motion of Plaintiff Daniel Childers (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Options for All,
3 Inc. (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and the fees of
4 the Administrator duly came on for hearing on July 18, 2025 before the Honorable Loren G.
5 Freestone.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Twenty
16 Thousand Dollars (\$720,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On September 23, 2024, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about January 21,
4 2025. Mailing of the Class Notice to their last known addresses was the best notice option under
5 the circumstances and was reasonably calculated to communicate actual notice of the litigation
6 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was March 7, 2025, which was extended by 14 days for re-mailed Class Notices.
15 There was an adequate interval between mailing of the Class Notice and the response deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Participating Class Members to participate in this hearing, and all Participating
18 Class Members and other persons wishing to be heard have been heard. Class Members also have
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Two (2) requests for exclusion were received.

9 e. The participation rate was high. 1,241 Participating Class Members will be
10 mailed a settlement payment, representing 99.8% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$240,000 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$33,668.45 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$14,250 in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$25,000, which shall be allocated with 75% (\$18,750) allocated to the LWDA PAGA Payment
14 and 25% (\$6,250) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees
19 are all hourly-paid, non-exempt employees of Options for All, Inc., who worked for Options for
20 All, Inc., in California at any time within the PAGA Period (August 26, 2021 through October 20,
21 2023. The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be
22 sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims as set forth below, whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals employed by Defendant Options for All, Inc. in California who
4 were classified as non-exempt during the period September 27, 2019 to October 20,
5 2023.

6 16. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The two
8 requested from exclusion were from Jordan Oneal and Stefan Pusch.

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
11 necessary to pay payroll taxes thereon within 60 days of this order.

12 18. Class Counsel are awarded attorneys' fees in the amount of \$240,000 and costs in
13 the amount of \$33,668.45. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 19. The payment of the Class Representative Service Payment in the amount of
16 \$10,000 to the Plaintiff is approved.

17 20. The payment of \$14,250 to the Administrator for their fees and expenses is
18 approved.

19 21. The PAGA Penalties in the amount of \$25,000 are approved and shall be allocated
20 in accordance with the Agreement.

21 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
28 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an

1 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
2 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
3 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
4 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
5 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
6 Released PAGA Claims.

7 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
12 LWDA.

13 24. If the Agreement does not become final and effective in accordance with the terms
14 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
15 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
16 revert to their respective positions as of before entering into the Agreement, and expressly reserve
17 their respective rights regarding the prosecution and defense of this Action, including all available
18 defenses and affirmative defenses, and arguments that any claim in the Action could not be
19 certified as a class action and/or managed as a representative action.

20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiff, and all members of the Class, shall take nothing in the Action.

23 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
24 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
25 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
26 arising from or in connection with the distribution of settlement benefits.

1 27. The Parties are authorized to agree to and to adopt such amendments, modifications
2 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
3 Final Approval Order and Judgment and as approved by the Court.

4 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
5 provided in the Agreement and in this Final Approval Order and Judgment.

6 29. As of the Effective Date and upon full funding of the Gross Settlement Amount by
7 Defendant, Participating Class Members, on behalf of themselves and their respective former and
8 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
9 Released Parties from the Released Class Claims, which all claims that were alleged, or
10 reasonably could have been alleged, based on the facts stated in the Operative Complaint and
11 ascertained in the course of the Action including any and all claims for (1) unlawful and unfair
12 business practices (Bus. & Prof. Code §17200, *et. seq.*); (2) failure to pay minimum wages in
13 violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in
14 violation of California Labor Code § 510, *et seq.*; (4) failure to provide required meal periods in
15 violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5)
16 failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and
17 the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in
18 violation of California Labor Code § 226; (7) failure to reimburse employees for required
19 expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in
20 violation of California Labor Code §§ 201, 202 and 203; and (9) failure to pay sick pay wages in
21 violation of California Labor Code §§ 201-204, 233, 246. Except as set forth in Section 6.3 of this
22 Agreement, Participating Class Members do not release any other claims, including claims for
23 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
24 unemployment insurance, disability, social security, workers' compensation, or claims based on
25 facts occurring outside the Class Period.

26 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
27 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
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1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
3 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
4 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
5 the PAGA Notice to the LWDA. These include PAGA claims involving (1) failing to provide
6 accurate itemized wage statements, (2) failing to properly record and provide legally required meal
7 periods, (3) failing to properly record and provide legally required rest periods; (4) failing to pay
8 minimum wages, (4) failing to pay overtime wages (6) failing to pay sick pay wages, (7) failing to
9 reimburse employees for required expenses and (8) failing to provide wages when due, all in
10 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 et seq.,
11 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802.
12 All Aggrieved Employees shall release all claims arising under PAGA regardless of their decision
13 to participate in the Settlement.

14 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
15 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties from the
16 Plaintiff’s Release as set forth fully in the Agreement.

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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19 Dated: _____

20 _____
21 HON. LOREN G. FREESTONE
22 JUDGE, SUPERIOR COURT OF CALIFORNIA
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