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Superior Court of California
County of Santa Cruz
April 15, 2024
Clerk of the Court by Deputy,
Hanson, Helena



JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
MICHAEL JONES (SBN 312831)
michael.jones@crosnerlegal.com
ZACHARY CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel. (866) 276-7637
Fac. (310) 510-6429

Attorneys for Plaintiff JEFFREY HOXSIE, as an individual,
and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CRUZ

JEFFREY HOXSIE, as an individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

HOUSING MATTERS, a California Nonprofit
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 22CV01797

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS AND JUDGMENT
THEREON**

Date: April 12, 2024

Time: 8:30

Dept.: 10

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Michael Jones in support of Plaintiff's unopposed
8 Motion for Preliminary Approval of Class Action Settlement, filed on or about October 3, 2023,
9 is the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its October
15 27, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
16 Procedure Section 382 for purposes of settlement only. The Class includes "all individuals
17 employed by Defendant Housing Matters in California as an hourly-paid, non-exempt employee
18 during the Class Period" of August 19, 2018 through June 28, 2023.

19 4. The Court adjudges the Participating Class Members and Plaintiff to release the
20 Released Parties (as defined in the Settlement Agreement) from all claims that were alleged, or
21 reasonably could have been alleged, based on the Class Period facts stated in the Operative
22 Complaint including but not limited to, e.g., claims for: (a) failure to pay minimum wages and
23 liquidated damages; (b) failure to pay overtime wages; (c) failure to provide meal periods or
24 compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof;
25 (e) failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages due
26 upon separation of employment; (g) failure to reimburse business expenses; and (h) unfair
27 competition. Except for the Released PAGA Claims, Participating Class Members do not release
28 other claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation, or claims based on facts occurring outside the Class Period. The Released Class
3 Claims do not include any claims that cannot be released as a matter of law.

4 5. The Court further adjudges Plaintiff, the LWDA, and PAGA Employees to release
5 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
6 have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the
7 PAGA Notice including but not limited to, e.g., (a) failure to provide meal periods or
8 compensation in lieu thereof; (b) failure to provide rest periods or compensation in lieu thereof;
9 (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to keep and
10 maintain accurate records; (f) failure to produce records; (g) failure to provide paid sick leave; (h)
11 failure to provide supplemental paid sick leave; (i) failure to pay vested vacation and paid time
12 off; (j) failure to provide suitable seating; (k) failure to reimburse business expenses; (l) failure to
13 provide a safe and healthful workplace; (m) failure to timely pay all wages upon separation of
14 employment; and (n) unlawful criminal inquiries. The Released PAGA Claims do not include any
15 claims that cannot be released as a matter of law.

16 6. One Class Member – Lynn M. Welter – submitted a timely and valid request to be
17 excluded from the Settlement. This individual therefore is excluded from the Class and is not
18 bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims
19 under PAGA.

20 7. The Settlement Administrator is ordered to distribute to the Participating
21 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
22 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
23 the check void date shall be forwarded to the California State Controller's Unclaimed Property
24 Fund. No funds shall revert to Defendant.

25 8. The Court further orders that the Class Members be provided with notice of this
26 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
27 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

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1 9. The Court approves an award of attorney’s fees to Class Counsel in the amount of
2 \$60,000.00, and an award of costs and expenses in the amount of \$11,340.76. Such amounts
3 shall be paid as provided in the Settlement Agreement.

4 10. The Court approves a service payment to plaintiff and Class Representative Jeffrey
5 Hoxsie in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
6 payment consistent with the terms of the Settlement Agreement.

7 11. The Settlement Agreement provides the Settlement Administrator, ILYM Group,
8 Inc., shall be paid from the Total Maximum Settlement Amount (“TMSA”) for its services in
9 administering the Settlement. As set forth in the Declaration of Christina Fowler, the Settlement
10 Administrator is owed \$5,500 for services rendered and to be rendered in administering the
11 settlement. The Court therefore orders that ILYM be paid the amount of \$5,500 from the TMSA
12 consistent with the terms of the Settlement Agreement.

13 12. The Court approves PAGA penalties in the amount of \$15,000, to be paid from the
14 TMSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
15 PAGA. \$11,250 of this amount will be paid to the LWDA as the state's share of the civil penalties,
16 and the remainder of \$3,750 will be distributed to the PAGA Employees consistent with the terms of
17 the Settlement Agreement.

18 13. The parties are ordered to file a joint compliance report no later than October 25,
19 2024, and the Court sets a compliance hearing for April 16, 2025, at 8:30 a.m., in Department 10
20 of the Santa Cruz County Superior Court.

21 14. Under California Rule of Court 3.769(h), without affecting the finality of this
22 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
23 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
24 judgment contemplated becomes effective and each and every act agreed to be performed by the
25 parties has been performed under the terms of the Settlement Agreement; (2) any other action
26 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
27 enforcement, construction, and interpretation of the Settlement Agreement.

28 /////

1 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
2 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
3 This Order is not a finding of the validity or invalidity of any claims in this action or a
4 determination of any wrongdoing by any party. The final approval of the parties' settlement will
5 not constitute any opinion, position or determination of this Court as to the merits of the claims or
6 defenses of any party.

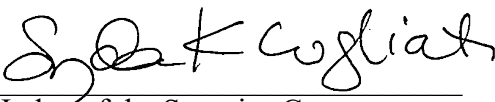
7 16. Judgment is hereby entered as follows: Plaintiff Jeffrey Hoxsie and the Qualified
8 Class Members, consisting of all individuals employed by Defendant Housing Matters in
9 California as an hourly-paid, non-exempt employee during the Class Period" of August 19, 2018
10 through June 28, 2023, who have not otherwise opted out, shall take nothing from Housing
11 Matters, except as set forth in the Settlement Agreement.

12 17. The Court shall retain jurisdiction over the parties to interpret, implement and
13 enforce this Judgment.

14 IT IS SO ORDERED.

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15
16 April 12, 2024
17 Dated: _____



Judge of the Superior Court
Syda Cogliati