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and Sylvia V. Cuellar*

FILED
Superior Court of California
County of Sacramento
08/23/2024
V. Aleman, Deputy

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

SHANICA BILLINGS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

WIND YOUTH SERVICES, INC., a California
corporation; WIND YOUTH SERVICES, a
California corporation; GOODWILL
INDUSTRIES OF SACRAMENTO VALLEY
& NORTHERN NEVADA, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 34-2022-00327068-CU-OE-GDS

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Lauri A.
Damrell, Dept. 22]*

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval of Class and PAGA
Action Settlement, and the Declarations of
Kane Moon, Plaintiffs, and Nick Castro in
Support of Motion]*

FINAL APPROVAL HEARING:

Date: August 30, 2024
Time: 9:00 a.m.
Dept.: 22

Action Filed: September 21, 2022
Trial Date: Not Set

1 **[PROPOSED] ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On May 3, 2024, the Court entered an Order Granting Plaintiffs' Motion for Preliminary
4 Approval of Class and PAGA Action Settlement, which granted conditional class certification and
5 approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiffs Shanica Billings and Sylvia V. Cuellar ("Plaintiffs") and Defendants
8 Wind Youth Services, Inc. and Goodwill Industries of Sacramento Valley & Northern Nevada, Inc.
9 ("Defendants," and together with Plaintiffs, the "Parties"), in accordance with the Parties' Class and
10 PAGA Action Settlement Agreement and Class Notice (the "Settlement"). The Settlement was
11 attached as Exhibit 2 to the Further Declaration of Kane Moon in Support of Plaintiffs' Motion for
12 Preliminary Approval of Class and PAGA Action Settlement that was filed on April 25, 2024. The
13 Court now has before it an Order Granting Final Approval of Class and PAGA Action Settlement
14 ("Final Approval Order") to finally approve the Settlement.

15 Due and adequate notice having been given to Class Members, and the Court having reviewed
16 the Settlement and duly considered Plaintiffs' Motion for Final Approval of Class and PAGA Action
17 Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings
18 had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE**
19 **COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

20 1. The Court, for purposes of this Final Approval Order, incorporates and refers to all
21 terms and definitions as set forth in the Settlement and confirmed below.

22 2. Plaintiffs' Motion for Final Approval of Class Action Settlement, including a motion
23 and supporting declarations for payment of Attorneys' Fees, Attorneys' Costs, Class Representative
24 Service Payments, Settlement Administration Costs, and the PAGA Penalties (collectively "Motion
25 for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and
26 adequate as to Class Members, came before Department 22 of this Court, the Honorable Lauri A.
27 Damrell presiding, on August 30, 2024.

28 3. The Court finds that the Settlement appears to have been made and entered into in

1 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful
2 discovery and investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is
3 the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and
4 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
5 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense,
6 and complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections to, and only one request for
9 exclusion from, the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for
10 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein (“Final
11 Judgment”).

12 4. The Court certifies, for settlement purposes only, the following Class or Class
13 Members: any and all persons who worked for Defendants in California as non-exempt employees
14 during the period from May 21, 2019 through May 3, 2024. Excluded from the Class are all persons
15 who submit a valid and timely Request for Exclusion from the class portion of the Settlement.

16 5. The PAGA release component of the Settlement shall bind the State of California and
17 PAGA Members, defined as follows: any and all persons who worked for Defendants as non-exempt
18 employees in California during the period from September 21, 2021 through May 3, 2024.

19 6. The deadline to request exclusion from or to submit written objections to the
20 Settlement was August 23, 2024. Only one valid and timely Request for Exclusion was received from
21 the following individual: Molly Fryer. Accordingly, this individual is excluded from the Class. No
22 written objections were received. Notwithstanding the submission of a timely request for exclusion,
23 Class Members are still bound by the settlement and release of the Released PAGA Claims or
24 remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests
25 to be excluded from the Settlement do not apply to the Released PAGA Claims.

26 7. The Notice of Class and PAGA Action Settlement (the “Class Notice”), which was
27 attached to the Preliminary Approval Order as Exhibit A and provided to the Class pursuant to the
28 plan for distribution described under the Settlement Agreement, conformed with the requirements of

1 California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the
2 circumstances, by providing individual and adequate notice of the proceedings and of the matters set
3 forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and
4 provided the Class Members with adequate instructions and a variety of means to obtain additional
5 information.

6 8. The Court finds that a full opportunity has been afforded to Class Members to object
7 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other
8 persons wishing to be heard have been heard and/or had an opportunity to be heard. No written
9 objections were received, and no Class Member appeared at the Final Approval Hearing to present
10 any objections.

11 9. The Court finds that all Class Members have had a full and fair opportunity to exclude
12 themselves from the Settlement, and only one Class Member submitted a request for exclusion from
13 the Settlement. Accordingly, the Court determines that all Class Members who did not request
14 exclusion from the Settlement (“Participating Class Members”) are bound by this Final Approval
15 Order and the accompanying Final Judgment.

16 10. Release of Claims. Effective on the date when Defendants fully fund the entire Gross
17 Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual
18 Class Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims
19 against all Released Parties as follows (Settlement, ¶ 6.):

20 a. Released Parties. “Released Parties” means Defendants and all related
21 companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any
22 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
23 officers, directors and employees) predecessors, successors, and assigns. (*Id.* at ¶ 1.31.)

24 b. Plaintiffs’ Release. Plaintiffs and their respective former and present
25 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
26 generally, release and discharge Released Parties from all claims, transactions, or occurrences,
27 including, but not limited to all claims that were, or reasonably could have been, alleged, based
28 on the facts contained, in the Operative Complaint or otherwise occurring at any time up to the

1 execution of this Agreement, all of which are released under paragraph 6.2 of the Settlement
2 Agreement. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions
3 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
4 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
5 on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts
6 or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
7 true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
8 notwithstanding such different or additional facts or Plaintiffs' discovery of them. (*Id.* at ¶ 6.1.)

9 1) Plaintiffs' Waiver of Rights Under California Civil Code Section
10 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
11 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
12 reads: A general release does not extend to claims that the creditor or releasing party does not
13 know or suspect to exist in his or her favor at the time of executing the release and that, if
14 known by him or her, would have materially affected his or her settlement with the debtor or
15 Released Party. (*Id.* at ¶ 6.1.1.)

16 c. Release by Participating Class Members. All Participating Class Members
17 on behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims
19 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated
20 in the Operative Complaint, including but not limited to unpaid wages, overtime, missed meal
21 and rest periods, waiting time penalties, wages not timely paid during employment, wage
22 statement violations, and failure to keep requisite payroll records ("Released Claims").
23 Participating Class Members do not release any other claims, including claims for vested
24 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
25 unemployment insurance, disability, social security, workers' compensation, or claims based on
26 facts occurring outside the Class Period. (*Id.* at ¶ 6.2.)

27 d. Release by PAGA Members. All PAGA Members are deemed to release, on
28 behalf of themselves and their respective former and present representatives, agents, attorneys,

1 heirs, administrators, successors, and assigns, and as PAGA representatives of the State of
2 California (including the LWDA) the Released Parties from all claims for PAGA Penalties that
3 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
4 the Operative Complaint and/or Plaintiff's PAGA notice to LWDA ("Released PAGA Claims").
5 These include claims for PAGA penalties on account of alleged unpaid wages, including
6 overtime premiums, minimum wage violations, missed meal and rest periods, waiting time
7 penalties, wages not timely paid during employment, wage statement violations, and failure to
8 keep requisite payroll records. All PAGA Members shall release all claims arising under PAGA
9 regardless of their decision to participate in the Settlement. (*Id.* at ¶ 6.3.)

10 11. The Parties shall bear their own respective attorneys' fees and costs, except as
11 otherwise provided for in the Settlement and approved by the Court.

12 12. The Court finds that the Gross Settlement Amount of \$1,737,228.44 ("GSA"), the Net
13 Settlement Amount, and the methodology used to calculate Individual Class Payments to
14 Participating Class Members and Individual PAGA Payments to PAGA Members are fair and
15 reasonable. The Court thus authorizes the Settlement Administrator to pay settlement allocations in
16 accordance with the terms of the Settlement. Defendants shall fully fund the GSA and the amounts
17 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Settlement
18 Administrator no later than 14 days after the Effective Date. Within 14 days after Defendants fully
19 fund the GSA, the Settlement Administrator shall mail checks for all Individual Class Payments,
20 Individual PAGA Payments, Attorneys' Fees, Attorneys' Costs, the Class Representative Service
21 Payments, and the LWDA PAGA Payment.

22 13. A total amount of \$100,000.00 shall be allocated from the GSA to resolution of claims
23 under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 25%
24 (\$25,000.00) to PAGA Members and 75% (\$75,000.00) to the LWDA. The LWDA's claims for the
25 Released PAGA Claims are hereby extinguished.

26 14. The Court confirms the appointment of Plaintiff Shanica Billings and Plaintiff Sylvia
27 V. Cuellar as the Class Representatives, for settlement purposes only. In addition to any recovery
28 that Plaintiffs are eligible to receive as a Class Member, the Court approves and orders a service

1 payment to Plaintiffs in the amount of \$7,500.00 each (for a total of \$15,000.00) from the GSA for
2 their role and service as the Class Representatives, for the risks and work attendant to that role, and
3 for their general release of claims, both known and unknown, and waiver of section 1542 rights.

4 15. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
5 settlement purposes only. The Court approves and orders the payments to Class Counsel from the
6 GSA in ~~\$579,076.15~~ ^{\$511,666.67} for attorneys' fees equal to ~~33 1/3%~~ ^{29.5%} of the GSA, and \$18,820.14 for
7 reimbursement of actual litigation costs. The Court finds that these amounts are reasonable
8 considering the benefits provided to the Class.

9 16. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
10 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
11 the payment to the Settlement Administrator in the amount of \$38,950.00 from the GSA for its
12 services and costs of administration.

13 17. Pursuant to California Code of Civil Procedure section 384, following the expiration
14 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
15 Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund
16 in the name of each Participating Class Member and/or Aggrieved Employee who failed to cash their
17 individual check prior to the void date.

18 18. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
19 Order and the accompanying Final Judgment shall be given to the Class by the Settlement
20 Administrator, who will provide a copy of this Final Approval Order and the accompanying Final
21 Judgment to each Participating Class Member and/or PAGA Members with their individual
22 settlement check.

23 19. This Final Order and the accompanying Final Judgment are intended to be a final
24 disposition of the Action in its entirety and are intended to be immediately appealable.

25 20. The obligations set forth in the Settlement are deemed part of this Final Approval
26 Order and the accompanying Final Judgment, and the Parties are ordered to carry out the Settlement
27 according to its terms and provisions.

28 21. Following entry of this Final Approval Order and the accompanying Final Judgment,

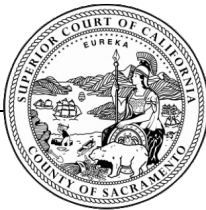
1 and without affecting the finality thereof, pursuant to Code of Civil Procedure section 664.6 and
2 Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction over the Action and the
3 Settlement, until all payments and obligations contemplated by this Settlement have been fully
4 carried out, solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement
5 administration matters, and (iii) addressing such post-Judgment matters may be appropriate under
6 court rules or applicable law.

7 22. The Settlement is finally approved but is not an admission by Defendants of the
8 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
9 law. Neither the Settlement nor any related document shall be offered or received in evidence in
10 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
11 necessary to consummate or enforce the Settlement.

12 23. The Court sets a Non-Appearance Case Review Hearing re: Distribution on
13 May 9, 2025 at 10:30 a.m./~~p.m.~~ in Department 22. Class Counsel are ordered to file
14 a final report and declaration by the Settlement Administrator regarding settlement distribution no
15 later than five court days prior to the Case Review. No appearance is required at the Case Review
16 if the Settlement Administrator's declaration filed prior to the hearing reports that all the distributions
17 under the Settlement Agreement are complete.

18 **IT IS SO ORDERED.**

19
20 DATE: 08/23/2024



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

21 The Honorable Lauri A. Damrell
22 Judge of the Superior Court, Sacramento County
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