

FILED
Clerk of the Superior Court

MAY 09 2024

By: M. Acosta, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ALYSSA FIGUEROA, an individual, and on
behalf of herself, and on all persons similarly
situated,

Plaintiffs,

v.

CASSETTA MANAGEMENT, LLC a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2022-00050082-CU-OE-CTL

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS' FEE AWARD,
COSTS, AND CLASS REPRESENTATIVE
SERVICE AWARD**

Date: April 26, 2024
Time: 8:30 a.m.
Dept.: 65
Judge: Hon. Robert C. Longstreth

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs, and Class Representative Service Award duly came on for hearing on April 26, 2024, before the above-entitled Court. Nicole Barvie, Esq. of Barvie Law, APC, appeared on behalf of Plaintiff Alyssa Figueroa ("Plaintiff"). Jaclyn Reinhart, Esq. of Jackson Lewis appearing for Defendant Casetta Management, LLC, (hereinafter "Defendant").

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

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2022-00050082-CU-OE-

1 CTL, entitled *Figueroa v. Casetta Management, LLC*, and all Parties to this litigation, including the
2 Class.

3 **Preliminary Approval of the Settlement**

4 3. On November 22, 2023, the Court granted preliminary approval of a class-wide settlement.
5 At the same time the court approved certification of a provisional settlement class for settlement purposes
6 only. The Court confirms this Order and finally approves the settlement and the certification of the
7 Class.

8 **Notice to the Class**

9 4. The Notice Packet was mailed by first class U.S. First Class Mail to the Class Members at
10 their last known addresses on January 19, 2024. Mailing of the Notice Packet to their last known
11 addresses was the best notice practicable under the circumstances and was reasonably calculated to
12 communicate actual notice of the litigation and the proposed settlement to the members of the Class
13 Members. The Court finds that the Notice Packet provided fully satisfies the requirements of California
14 Rules of Court, Rule 3.769.

15 5. The Response Deadline for opting out or objecting was March 8, 2024. There was an
16 adequate interval between notice and deadline to permit Class Members to choose what to do and act on
17 their decision. No Class Members objected. No Class Members requested exclusion.

18 **Fairness of the Settlement**

19 6. The Agreement provides for a Gross Settlement Amount of \$160,000.00. The Agreement
20 is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

21 a. The settlement was reached through arms-length bargaining between the parties.
22 There is no evidence of any collusion between the parties in reaching the proposed settlement.

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

25 c. Counsel for all Parties are experienced in similar employment class action
26 litigation and have previously settled similar class claims on behalf of employees claiming
27 compensation. All counsel recommended approval of the Settlement.

28 d. No objections were received. No requests for exclusion were received.

1 e. The participation rate is high. 201 Participating Class Members, constituting
2 100% of the total 201 Settlement Class Members.

3 7. The consideration to be given to the Class Members under the terms of the Agreement is
4 fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this
5 Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims,
6 given the uncertainties and risks of the litigation and the delays which would ensue from continued
7 prosecution of the Action.

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

10 **Attorneys' Fees and Litigation Expenses**

11 9. The Agreement provides for a Class Counsel Award in the amount of Seventy-Three
12 Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$73,333.33). Subject to
13 Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross
14 Settlement Amount, Fifty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three
15 Cents (\$53,333.33) and reimbursement of costs and expenses in the amount of Thirteen Thousand Nine
16 Hundred and Sixty-Nine Dollars and Six Cents (\$13,969.06).

17 10. Sixty Seven Thousand and Twenty Nine Dollars and Thirty Nine Cents (\$67,029.39)
18 comprised of attorneys' fees in the amount of Fifty-Three Thousand Three Hundred and Thirty-Three
19 Dollars and Thirty-Three Cents (\$53,333.33) and reimbursement of costs and expenses in the amount of
20 Thirteen Thousand Nine Hundred and Sixty-Nine Dollars and Six Cents (\$13,969.06) is reasonable in
21 light of the contingent nature of Class Counsels' fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested attorneys' fee award represents one-third (1/3) of the common
23 fund, which is in the reasonable range for fee awards in common fund cases and is supported by Class
24 Counsel's lodestar.

25 **Class Representative Service Award**

26 11. The Agreement provides for a Class Representative Service Award of up to \$10,000 for
27 Plaintiff, Alyssa Figueroa, subject to the Court's approval. The Court finds that the amounts of \$5,000
28 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

Settlement Administration Costs

12. The Agreement provides for Settlement Administration Costs to be paid in an amount not to exceed \$5,750.00. The Declaration of the Settlement Administrator provides that the actual claims administration expenses were \$5,750.00. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator.

II.

ORDERS

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

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

2. All non-exempt employees who are or previously were employed by Casetta Management, LLC, and performed work in California during the period of December 14, 2019 to June 5, 2023.

3. Every person in the Class who did not opt out is a Settlement Class Member.

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

5. Class Counsel are awarded a Class Counsel Award in the amount of \$67,029.39 comprised of attorneys' fees in the amount of \$53,333.33 and litigation expenses of \$13,969.06. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

6. The payment of the Class Representative Service Award to the Plaintiff in the amount of \$5,000 is approved.

7. The payment of \$5,750.00 to the Settlement Administrator for Settlement Administration Costs is approved.

8. The PAGA Settlement of \$10,000 is hereby approved as fair, reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud or
2 collusion.

3 9. Final Judgment is hereby entered in this action. The Final Judgment shall bind
4 each Settlement Class Member.

5 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California
6 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

7 11. The term "Aggrieved Employees" is hereby defined as all non-exempt employees
8 who are currently or previously were employed by Casetta Management, LLC, and performed work in
9 California during the period of September 30, 2021 to June 5, 2023.

10 12. In addition to the release given by each Settlement Class Member, Plaintiff also
11 generally releases Defendant from any and all of the Released Class Claims as defined in the Agreement.

12 13. The Agreement is not an admission by Defendant, nor is this Final Approval
13 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
14 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor
15 any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by
16 or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out
17 of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed
18 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by
19 Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any
20 court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to
21 enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related
22 agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in
23 any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
24 records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral
25 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being
26 released by the Settlement.

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1 14. Notice of entry of this Final Approval Order and Judgment shall be given to Class
2 Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry
3 of this Final Approval Order and Judgment to individual Class Members.

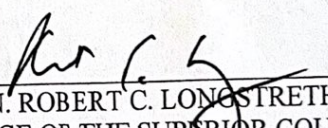
4 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim
6 for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
7 the distribution of settlement benefits.

8 16. If the Settlement does not become final and effective in accordance with the terms
9 of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant
10 consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders
11 entered in connection herewith shall be rendered null and void and shall be vacated.

12 17. A compliance hearing is scheduled to take place on December 13, 2024 at 8:30
13 a.m. in this Department. Plaintiffs are to file a declaration from the administrator regarding the status of
14 disbursement on or before December 4, 2024.

15 **IT IS SO ORDERED.**

16
17 Dated: 5/9/24


HON. ROBERT C. LONGSTRETH
JUDGE OF THE SUPERIOR COURT