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Filed
STEPHANIE BOHRER, CLERK
By *[Signature]*
DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

PRISCILLA L. MAGDALENO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DENNY'S, INC.; VISION F.S., INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0008100

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE J. ABDALLAH
DEPARTMENT 10A

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

Date: 6/6/2024
Time: 9:00 a.m.
Dept.: 10A
Judge: Hon. George J. Abdallah

Complaint Filed: September 13, 2022
FAC Filed: March 3, 2023
Trial Date: Not Set

The above-referenced Class and Representative PAGA action ("Action") having come before the Court on June 6, 2024, in Department 10A before the Honorable George J. Abdallah, for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered January 12, 2024, and as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Stipulation of Settlement") in this Action, and due and adequate notice having been

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1 given to all Class Members and PAGA Members as required in the Preliminary Approval Order,
2 and the Court having considered all papers filed and proceedings had herein and otherwise being
3 fully informed, and good cause appearing therefor,

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

5 1. All terms used herein shall have the same meaning as defined in the Stipulation of
6 Settlement.

7 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
8 “Settlement Class” and “Class Members” shall mean the following: all persons employed by
9 Defendant in California as a non-exempt employee from March 16, 2018 through July 18, 2023.
10 The Settlement Class, however, shall not include any person who previously settled or released the
11 claims covered by this Settlement, or any person who previously was paid or received awards
12 through civil or administrative actions for the claims covered by this Settlement, or any person who
13 submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class
14 Period” shall be March 16, 2018 through July 18, 2023. All Class Members who worked any hours
15 for Defendant in California during any pay period from September 9, 2021 through July 18, 2023
16 are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”)
17 (“PAGA Members”), and will be paid their PAGA Award and release the Released PAGA Claims
18 regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.
19 PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA
20 Claims (defined below). For purposes of the Settlement and this Final Order, “Released Parties” as
21 referenced herein and as released in the Settlement shall collectively mean: (i) Defendant;
22 (ii) Defendant’s respective past, present and future direct and indirect subsidiaries and affiliates;
23 (iii) the past, present and future shareholders, directors, officers, owners, agents, employees, clients,
24 attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any
25 individual or entity which could be jointly liable with any of the foregoing.

26 3. This Court has jurisdiction over the subject matter of this Action and, for settlement
27 purposes only, over all Parties to this Action, including all Class Members and PAGA Members.

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1 4. Distribution of the Class Notice directed to the Class Members and PAGA Members
2 as set forth in the Stipulation of Settlement and the other matters set forth therein has been
3 completed in conformity with the Preliminary Approval Order, including notice to all Class
4 Members and PAGA Members who could be identified through reasonable effort, and is the best
5 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
6 the proceedings and of the matters set forth therein, including the proposed Settlement set forth in
7 the Stipulation of Settlement, to all persons entitled to such Class Notice, and the Class Notice fully
8 satisfied the requirements of due process. All Class Members, PAGA Members, Released Class
9 Claims, and Released PAGA Claims are covered by and included within the Settlement and this
10 Final Order.

11 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
12 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
13 that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and
14 applicable requirements for final approval of this Settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
16 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971)
17 4 Cal.3d 800, 821.

18 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
19 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
20 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
21 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
22 further finds that the Parties have conducted extensive investigation and research, and counsel for
23 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
24 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
25 that would be presented by the further prosecution of the Action. The Court has reviewed the
26 benefits that are being granted as part of the Settlement and recognizes the significant value to the
27 Class Members and PAGA Members. The Court also finds that the Class is properly certified as
28 a class for settlement purposes only.

1 7. As of the date of entry of this Final Order, each and every Released Class Claim
2 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
3 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
4 of this Final Order, the Class Representative and each and every Class Member who have not
5 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
6 prosecuting the Released Class Claims, except as to such rights or claims as may be created by the
7 Settlement, against Defendant and the Released Parties from any and all claims under state, federal
8 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
9 Action based on the factual allegations contained in the operative Complaint in this Action and any
10 amendments thereto, as to the Class Members, including without limitation, California Labor Code
11 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
12 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800 and 2802, California
13 Industrial Commission Wage Orders, California Code of Regulations, title 8, section 11040 *et seq.*,
14 California Code of Civil Procedure section 1021.5, and California Business and Professions Code
15 section 17200 *et seq.*, and including all claims for or related to alleged unpaid wages, unpaid
16 overtime or double time wages, unpaid minimum wages, regular rate of pay, timely payment of
17 wages during employment, timely payment of wages at separation, meal periods and meal period
18 premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, wage
19 statements, payroll records and recordkeeping, expense reimbursement, failure to pay additional
20 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments
21 received under the Settlement, unfair competition, unfair business practices, unlawful business
22 practices, fraudulent business practices, class actions, representative actions, aggrieved party
23 claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages,
24 penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and
25 PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the
26 Action (collectively “Released Class Claims”), from March 16, 2018 through July 18, 2023 (“Class
27 Release Period”). Expressly excluded from the release are claims for retaliation, discrimination,
28 unemployment insurance, disability, workers’ compensation, and claims outside the Released Class

1 Claims. The release of claims shall not include any claims that cannot be released as a matter of
2 law. In addition, as of the date of this Final Order, the Class Representative and each member of
3 the Settlement Class who has not submitted a valid Request for Exclusion, are forever barred and
4 enjoined from instituting or accepting damages or obtaining relief for the Released Class Claims
5 against the Released Parties for any period from March 16, 2018 through July 18, 2023.

6 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
7 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
8 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
9 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
10 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
11 the LWDA letter, including but not limited to all claims arising under the California Labor Code,
12 including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
13 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800
14 and 2802 and the wage orders of the California Industrial Welfare Commission and any other
15 California Labor Code section or Wage Order based on the facts alleged in the Action (collectively
16 “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or
17 on behalf of Plaintiff and all PAGA Members from September 9, 2021 through July 18, 2023
18 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff
19 and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the
20 Settlement, and regardless of whether any such PAGA Member opts out or attempts to exclude
21 himself or herself from the Settlement.

22 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
23 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
24 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
25 Released Parties. Neither this Final Order, nor the Stipulation of Settlement, nor any document
26 referred to herein, nor any action taken to carry out the Stipulation of Settlement may be construed
27 as, or may be used as, an admission by or against Defendant, or any of the other Released Parties,
28 of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation

1 of Settlement, and any negotiations or proceedings related thereto, shall not in any event be
2 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
3 or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence
4 in any action or proceeding in any court, administrative agency or other tribunal for any purpose
5 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
6 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
7 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
8 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
9 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
10 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and the Released PAGA Claims.

12 10. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
14 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
15 interpretation, implementation and enforcement of the Settlement and all orders entered in
16 connection therewith pursuant to California Code of Civil Procedure section 664.6.

17 11. The Court finds the settlement payments provided for under the Settlement to be fair
18 and reasonable in light of all of the circumstances. The Court orders the calculations and the
19 payments to be made and administered in accordance with the terms of the Settlement.

20 12. The Court hereby confirms Samuel A. Wong, Jessica L. Campbell and
21 Kristy R. Connolly of Aegis Law Firm, PC as Class Counsel in this Action.

22 13. The Court further finds that the common fund doctrine is applicable to this Action
23 because there is a sufficiently identifiable class of beneficiaries ("the Class"), the benefits can be
24 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
25 Settlement Class, and the fee can be shifted with exactitude to those benefiting as the fee request is
26 a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25,
27 34-35. The Court finds the attorneys' fees request of one-third of the common fund to be appropriate
28 compensation for Class Counsel. The attorneys' fees request is within the range that has been

1 approved by other courts in similar cases and reasonable in light of the circumstances of this Action,
2 the substantial and beneficial results obtained on behalf of the Settlement Class, and the contingent
3 nature of the recovery over the course of this Action, which included potential loss at summary
4 judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the
5 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
6 Counsel attorneys' fees in the amount of \$112,500.00 and litigation costs and expenses in the
7 amount of \$16,215.92 from the Maximum Settlement Amount as final payment for and complete
8 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
9 any other person or entity related to this Action. The Court further orders that the award of
10 attorneys' fees and litigation costs and expenses set forth in this Paragraph shall be administered
11 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
12 bank account of "Aegis Law Firm, PC" as Class Counsel in this Action.

13 14. The Court also hereby approves and orders payment of an Enhancement Award to
14 Plaintiff and Class Representative Priscilla Magdaleno in the amount of \$7,500.00 from the
15 Maximum Settlement Amount.

16 15. The Court also hereby approves and orders payment in the amount of \$15,000.00
17 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
18 Workforce Development Agency.

19 16. The Court also hereby approves and orders payment from the Maximum Settlement
20 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
21 Apex Class Action Administration, in the amount of \$9,990.

22 17. The Court also hereby approves and orders that any residue from uncashed
23 settlement award checks after the expiration date will be paid out to Koinonia Family Services, as
24 the *cy pres* recipient, pursuant to California Code of Civil Procedure section 384(b); any residue
25 received by Koinonia Family Services shall be used solely for child advocacy programs within the
26 State of California pursuant to Code of Civil Procedure section 384(b).

27 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
28 constitutes a fair, adequate and reasonable compromise of the Released Class Claims and Released

1 PAGA Claims against Defendant and the Released Parties.

2 19. Provided the Settlement becomes effective under the terms of the Stipulation of
3 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
4 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
5 Implementation Schedule within the Preliminary Approval Order.

6 20. The Court also hereby finds that there were no objections to the Settlement raised
7 by any person on the record at the hearing on the Final Approval Order.

8 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

9
10 Dated: June 6, 2024

11 
12 Hon. George J. Abdallah
13 Judge of the Superior Court