

FILED
YOLO SUPERIOR COURT

MAY 21 2024

By

Deputy

J. DURAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

CASSANDRA MANOSH, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

FOUR WHEEL CAMPERS, LLC, a California
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CV2021-0808

Assigned for All Purposes to:
Honorable David Rosenberg
Department 14

CLASS ACTION

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

Hearing Date: May 21, 2024

Hearing Time: 9:00 a.m.

Hearing Place: Department 14

Complaint Filed: May 4, 2021

FAC Filed: October 24, 2023

Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Cassandra Manosh and
2 Steven Clark's ("Plaintiffs," "Plaintiff Manosh," and "Plaintiff Clark") Motion for Final
3 Approval of Class Action Settlement, and considering the papers submitted in support of the
4 motion, including the Joint Stipulation and Settlement Agreement ("Settlement Agreement,"
5 "Settlement," or "Agreement"), hereby **FINDS AND ORDERS**:

6 Plaintiffs and Defendant Four Wheel Campers, LLC ("Defendant") entered the
7 Settlement Agreement on or about November 30, 2023, to settle this lawsuit.

8 The Court entered an order dated January 9, 2024, preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to the Class Members,
11 providing the Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on May 21, 2024, to determine whether to give
14 final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all individuals who were employed by
26 Defendant in California as hourly-paid, non-exempt employees during the period from
27 November 5, 2016 through December 12, 2023 ("Class," "Class Members," and "Class Period").
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1 There are three hundred ninety-seven (397) Class Members who did not submit valid and timely
2 requests to exclude themselves from this Settlement (“Participating Class Members”).

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the
4 Class for the purposes of entering and implementing the Settlement and satisfied the
5 requirements of Code of Civil Procedure section 382.

6 5. Notice Packet. The Court finds the Notice of Class Action Settlement (“Class
7 Notice”) and Election Not to Participate In (“Opt Out” From) Class Action Settlement
8 (“Exclusion Form”) (collectively, the “Notice Packet”) and its distribution to the Class Members
9 were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The
10 Court also finds the Notice Packet:

- 11 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
12 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
13 Agreement and their rights; (iii) their right to object to any aspect of the
14 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
15 Agreement; (v) their right to receive settlement payments; (vi) their right to
16 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
17 judgment in this lawsuit on all the Participating Class Members;
- 18 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
19 section 382, California Rule of Court 3.769, and due process;
- 20 c. constitutes the best practicable notice to the Class Members under the
21 circumstances of this lawsuit; and
- 22 d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

23 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
24 any action to enforce the terms and provisions of the Settlement Agreement.

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1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith and are the product of arm's-length negotiations
3 by experienced counsel who have carried out a meaningful investigation of the claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiffs, Participating Class Members, Eligible Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
11 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
12 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
13 that were or could have been raised in this lawsuit and are encompassed by the Released Class
14 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement
15 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
16 Class Members who have submitted timely requests for exclusion.

17 9. Release of Claims. Upon Defendant's fulfillment of its payment obligations
18 under Section III (J)(9)(a) of the Agreement, Participating Class Members waive, release,
19 promise never to assert in any forum, remise, and forever discharge the Released Parties from the
20 Released Class Claims.

21 a. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment
22 obligations under Section III (J)(9)(a) of the Agreement, Plaintiff Clark,
23 California Labor and Workforce Development Agency ("LWDA"), and any other
24 representative, proxy, or agent thereof, including, but not limited to, any and all
25 Eligible Aggrieved Employees, waive, release, promise never to assert in any
26 forum, remise, and forever discharge the Released Parties from the Released
27 PAGA Claims.

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1 b. Plaintiffs' Release of Claims and General Release. Upon Defendant's fulfillment
2 of its payment obligations under Section III (J)(9)(a) of the Agreement, and in
3 exchange for the Class Representative Enhancement Payments to the Plaintiffs in
4 an amount not to exceed \$10,000 to Plaintiff Manosh and \$5,000 to Plaintiff
5 Clark (totaling \$15,000), in recognition of their work and efforts in obtaining the
6 benefits for the Class, and undertaking the risk for the payment of costs in the
7 event this matter had not successfully resolved, Plaintiffs provide a general
8 release of claims for themselves and their spouse, heirs, successors and assigns.
9 With respect to the General Release, each of the Plaintiffs stipulates and agrees
10 that, as of the Effective Final Settlement Date, Plaintiffs shall be deemed to have,
11 expressly waived and relinquished, to the fullest extent permitted by law, the
12 provisions, rights, and benefits of section 1542 of the Civil Code, or any other
13 similar provision under federal or state law.

14 c. Released Parties. The Released Parties include Defendant and its parents,
15 subsidiaries, affiliates, officers, shareholders, directors, agents, employees,
16 attorneys, and insurers.

17 10. Class Representative Enhancement Payments. The Court finds the Class
18 Representative Enhancement Payments of \$10,000 to Plaintiff Manosh and \$5,000 to Plaintiff
19 Clark (totaling \$15,000), to be paid by Defendant to Plaintiffs out of the Gross Settlement
20 Amount, to be reasonable and appropriate. The Class Representative Enhancement Payments are
21 to be paid pursuant to the terms and provisions set forth in the Agreement.

22 a. The rationale for making enhancement payments is class representatives should
23 be compensated for the expense and risk they incurred in conferring a benefit on
24 the Class. Criteria courts consider include: (i) risk to the class representatives in
25 commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and
26 effort spent by the class representatives; (iv) duration of the litigation; and (v)
27 personal benefit (or lack thereof) enjoyed by class representatives.

1 b. The Court reviewed Plaintiffs declaration outlining their involvement. Given the
2 risks inherent in the services as the class representative, duration of the case and
3 time involved, and benefits created for the Class, the Court approves the payment
4 of the Class Representative Enhancement Payments of \$10,000 to Plaintiff
5 Manosh and \$5,000 to Plaintiff Clark.

6 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award
7 of \$247,000, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to
8 be reasonable and appropriate. Additionally, the Court finds the Cost Award as reimbursement
9 for actual litigation costs incurred of \$28,864.17, to be paid by Defendant to Class Counsel out
10 of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
11 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
12 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
13 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members.
14 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or
15 disbursements incurred by Plaintiffs or Class Members in connection with or related in any
16 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class
17 Claims and Released PAGA Claims.

18 a. The Court has an independent right and responsibility to review the Attorney Fee
19 Award and only award so much as it determines reasonable. (See *Garabedian v.*
20 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The
21 Attorney Fee Award of \$247,000 is thirty-eight percent (38%) of the common
22 fund created for the benefit of the Class and is supported by use of the percentage-
23 fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480,
24 504.) Considering the results achieved, financial risk undertaken, difficult nature
25 of this litigation, skills required, percentage fees award in previous and other
26 cases, and contingent fees charged in the marketplace, the Court finds the
27 Attorney Fee Award is consistent with the marketplace, is reasonable, and is
28 approved.

1 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
2 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
3 seek reimbursement of up to \$40,000 in litigation costs. The Court finds Class
4 Counsel expended \$28,864.17 in litigation costs, and such costs were reasonable.
5 Thus, the Court approves the payment of the Cost Award of \$28,864.17 from the
6 common fund for the reimbursement of Class Counsel's litigation costs.

7 12. Administration Costs. The Court finds Administration Costs of \$9,750, to be paid
8 by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
9 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
10 provisions set forth in the Settlement Agreement.

11 a. The Court reviewed the declaration of Kevin Lee from Phoenix Class Action
12 Administration Solutions, the Court-approved Settlement Administrator. The
13 Court finds notice was provided to the Class pursuant to the Preliminary Approval
14 Order, constitutes the best practicable notice to the Class, and satisfied due
15 process. The Court approves the payment of the Administration Costs of \$9,750
16 for the Settlement Administrator's services in administering the Settlement.

17 13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five
18 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
19 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to the Eligible
20 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
21 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

22 14. Funding the Gross Settlement Amount. No later than twenty-one (21) calendar
23 days after the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement
24 Amount of \$650,000 needed to pay the entire Gross Settlement Amount by wiring the funds to
25 the Settlement Administrator. Defendant shall also at this time provide any tax information that
26 the Settlement Administrator may need to calculate each Participating Class Member's
27 Individual Settlement Share. Within fourteen (14) calendar days after the funding of the
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1 Settlement, the Settlement Administrator shall calculate and pay all payments due under the
2 Settlement Agreement.

3 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
4 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
5 Settlement was the product of arm's-length negotiations following extensive litigation,
6 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
7 Lynn Frank, an experienced and well-respected mediator.

8 a. The fairness of the Settlement is demonstrated by there being no objections to and
9 no requests for exclusion from the Settlement.

10 b. The fairness of the Settlement is further illustrated by the gross *average*
11 Individual Settlement Share being approximately \$754.12, and the gross *highest*
12 Individual Settlement Share being about \$3,557.99.

13 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved
14 Employees must cash or deposit their settlement checks within one hundred eighty (180)
15 calendar days after the checks are mailed to them. Uncashed settlement checks will be canceled
16 and transmitted to the California Controller's Unclaimed Property Fund.

17 17. Modification of Agreement. The Participating Class Members are hereby
18 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
19 written instrument signed by counsel for all Parties or their successors-in-interest and approved
20 by the Court. Such amendments or modifications shall be consistent with this Order and
21 Judgment and cannot limit the rights of the Participating Class Members under the Agreement.

22 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
23 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
24 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
25 and for any other necessary purpose, including, without limitation:

26 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
27 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
28 arise out of the Settlement or this Order and Judgment;

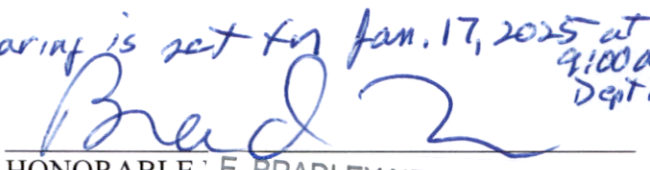
- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
4 the fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
8 Award, and Class Representative Enhancement Payments is GRANTED. The Settlement
9 Administrator is directed to carry out the terms of the Settlement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
16 THE JUDGMENT THEREON.

17 IT IS SO ORDERED.

18 *A review / compliance hearing is set for Jan. 17, 2025 at 9:00 a.m. Dept. 14*
19 DATED: 5/21/2024

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HONORABLE E. BRADLEY NELSON
21 SUPERIOR COURT JUDGE
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On May 28, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Manosh, et al. v. Four Wheel Campers, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 945613-23**
Court Case No.: CV2021-0808
Yolo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

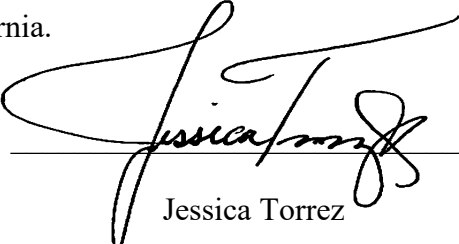
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 28, 2024, at Pasadena, California.


Jessica Torrez