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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
TULARE COUNTY**

PRINCESSALEXIA CHANNEL WHITE, as an
individual and on behalf of all employees
similarly situated,

Plaintiff,

v.

SGB VENTURES LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU296946

[Assigned for all purposes to Hon. Gary M.
Johnson, Dept. 7]

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

Date: January 13, 2025
Time: 8:30 a.m.
Courtroom: Dept. 7
Judge: Hon. Gary M. Johnson

Action Filed: March 27, 2023
Trial: Not Set

1 This matter has come before the Honorable Gary M. Johnson in Department 7 of the above -
2 entitled Court, located at 221 South Mooney Boulevard, Visalia, CA 93291, on Plaintiff
3 PRINCESSALEXIA CHANNEL WHITE's ("Plaintiff") motion for final approval of Class and PAGA
4 representative action settlement ("Motion for Final Approval"). Tunyan Law, APC appeared on behalf of
5 Plaintiff, and Kahn, Soares & Conway, LLP appeared on behalf of Defendant SGB VENTURES LLC
6 ("Defendant").

7 On May 24, 2024, the Court entered the order granting preliminary approval of class and PAGA
8 representative action settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the JOINT STIPULATION OF
10 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (see Declaration of Lilit Tunyan
11 in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action
12 Settlement ["Tunyan Decl."], at Exh. 1). The JOINT STIPULATION OF CLASS AND PAGA
13 REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the "Agreement" or
14 "Settlement."

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. This Order incorporates by reference the definitions in the Agreement, and all capitalized
19 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 2. The Court finds that the terms of the proposed Settlement are fair, reasonable, and
21 adequate, pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769, et
22 seq. have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
23 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
24 Approval Order. For purposes of Settlement approval only, the Court finds: (a) the proposed Class is
25 ascertainable and so numerous joinder of all members of the Class is impracticable; (b) there are
26 questions of law or fact common to the proposed Class, and a well-defined community of interest among
27 members of the proposed Class with respect to the subject matter of the class action; (c) the claims of the
28 Class Representative are typical of the claims of the members of the proposed Class; (d) the Class

1 Representative has and will fairly and adequately protect the interests of the Members of the Class; (e) a
2 class action is superior to other available methods for an efficient adjudication of this controversy in the
3 context of settlement; and (f) counsel of record for the Plaintiff/Class Representative are qualified to
4 serve as counsel for him as well as in his representative capacity and for the Class.

5 3. The following persons are certified as Class Members solely for the purpose of entering a
6 settlement in this matter:

7 All individuals employed by Defendant in California and classified as “non-
8 exempt” at any time during the Class Period (the “Class Period” is August 12, 2022
9 through May 24, 2024). (Settlement, ¶¶ 3-4.)

10 4. The PAGA Employee or PAGA Group Member is defined as follows:

11 All Class Members that worked at any time during the PAGA Period (the “PAGA
12 Period” is August 12, 2022 through May 24, 2024.) All PAGA Employees are
13 “aggrieved employees” as defined pursuant to PAGA. PAGA Employees cannot opt
14 out of the settlement of the PAGA claim. (Settlement, ¶¶ 10-11.)

15 5. The Notice of Class and PAGA Representative Action Settlement (“Class Notice”) that
16 was provided to the Class Members fully and accurately informed the Class Members of all material
17 elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to
18 seek exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
19 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
20 California, the United States Constitution, due process and other applicable law. The Class Notice fairly
21 and adequately described the Settlement and provided the Class Members with adequate instructions and
22 a variety of means to obtain additional information.

23 6. No Class Members submitted any Requests for Exclusion, Notices of Objection or
24 Workweek Disputes.

25 7. The Court hereby grants final approval of the Settlement and finds that it is reasonable
26 and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the
27 Settlement was reached following meaningful discovery and investigation conducted by Tunyan Law,
28 APC (“Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-
adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including

evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of Notices of Objection and Requests for Exclusion from the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

8. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who have not submitted a valid and timely Request for Exclusion ("Settlement Class Members") and the State of California and all hourly-paid or non-exempt employees of Defendant in California from August 12, 2022 through May 24, 2024 ("PAGA Group Members") are bound by this Final Approval Order and Judgment.

9. Plaintiff PRINCESSALEXIA CHANNEL WHITE is appointed as the Class Representative. The Court finds that the Enhancement Award sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and the PAGA Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of **\$7,000.00** to Plaintiff for her Enhancement Award, according to the terms set forth in the Settlement Agreement.

10. The Court finds that payment of Settlement Administration Fees in the amount of \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of **\$7,000.00**, in accordance with the terms set forth in Settlement Agreement.

11. The Court finds that the allocation of **\$10,000.00** toward penalties under the California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of \$7,500.00 to the California Labor and Workforce Development Agency ("LWDA Payment"), and the amount of \$2,500.00 to be distributed on a pro rata basis to PAGA Employees, according to the

terms set forth in the Settlement Agreement.

12. The Court appoints Tunyan Law, APC as counsel for the Class (“Class Counsel”). The Court finds that the request for attorneys’ fees in the amount of \$43,333.33 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of **\$43,333.33** to Class Counsel for attorneys’ fees, in accordance with the terms set forth in the Settlement Agreement.

13. The Court finds that reimbursement of litigation costs and expenses in the amount of \$10,713.04 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of **\$10,713.04** to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

14. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, as set forth in the Agreement and Class Notice.

15. The Court hereby enters Judgment by which PAGA Group Members shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

16. It is hereby ordered that Defendant or its counsel shall remit the funds accumulated in Defendant Attorney’s Client Trust Account to the Settlement Administrator within five (5) days after receipt of the written Notice of Entry of this Order and will continue funding the Gross Settlement Amount and the employer’s share of payroll taxes in connection with the wages portion of the Settlement Shares (“Employer Taxes”) to the same account in installments until fully repaid with the last installment payment made not later than July 23, 2025, in accordance with the terms set forth in the Agreement.

17. It is hereby ordered that the Settlement Administrator shall distribute the Gross Settlement Amount in two installments: 1. the first distribution payment in the amount of accumulated Settlement funds within fifteen (15) days after the entry of this order (“First Distribution”) in accordance with the terms and methodology set forth in the Agreement, and 2. the second distribution payment in the amount of the remaining portion of the Gross Settlement Amount within six (6) months after the First

1 Distribution (“Second Distribution”) or earlier if Defendant has funded the Gross Settlement Amount in
2 full earlier than six months after the First Distribution, in accordance with the terms and methodology set
3 forth in the Agreement.

4 18. Each check issued to a Settlement Class Member for his or her Individual Settlement
5 Payment and to a PAGA Group Member for his or her Individual PAGA Payment shall be valid for a
6 period of one hundred and eighty (180) calendar days from the date of issuance of the check, and after
7 this time period, the check(s) shall be cancelled. The funds associated with checks issued to Settlement
8 Class Members and PAGA Group Members that have not been cashed or deposited within the 180-day
9 period shall be transmitted to the Controller of the State of California to be held pursuant to the
10 Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Class Members
11 and/or PAGA Group Members whose check is cancelled, until such time that they claim their property.

12 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
13 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
14 Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested
15 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
16 in connection with the distribution of settlement benefits.

17 20. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this Order and
18 Judgment to the LWDA within 10 days after entry of this Order and Judgment.

19 21. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
20 Members by posting a copy of the Final Approval Order and Judgment on the Settlement
21 Administrator’s website for a period of not less than 90 calendar days after this order and judgment is
22 entered.

23 22. A Final Compliance Hearing is set for _____ at
24 _____ a.m/p.m. in Department 7 of the Tulare County Superior Court, located at 221 South
25 Mooney Boulevard, Visalia, CA 93291. Class Counsel shall submit a final accounting report in the
26 form of a declaration from the Settlement Administrator regarding the status of the settlement
27 administration at least -----court days prior to the Final Compliance Hearing.
28

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: _____

Honorable Gary M. Johnson
TULARE COUNTY SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

219 N. Douty Street
Hanford, CA 93230
Telephone: (559) 584-3337
Facsimile: (559) 584-3348

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT