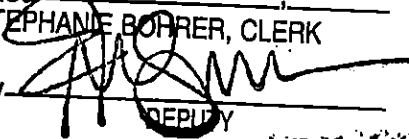


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Filed
STEPHANIE BOHRER, CLERK

By  DEPUTY

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10 individually and on behalf of similarly situated employees

11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN JOAQUIN**

13 TARA TROTTER, individually and on behalf
14 of all other similarly situated employees,

15 Plaintiff,

16 vs.

17 SEC TRANSPORTATION, INC., a California
18 Corporation; STOCKTON EDUCATIONAL
19 CENTER, INC., an unknown association; and
20 DOES 1 to 100, inclusive,

21 Defendants.

Case No. **STK-CV-UOE-2023-0003641**

*Assigned for All Purposes to Hon. Jayne Lee,
Department 10C*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 25, 2024

Time: 9:00 a.m.

Dept.: 10C

Judge: Hon. Jayne Lee

Filed: April 11, 2023

FAC Filed: July 7, 2023

Trial Date: None Set

[PPSD] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FILE BY FAX

JUN 28 2024

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
3 referenced case came before this Court, on the date noted above at 9:00 a.m., in Department 10C
4 before the Honorable Jayne Lee, presiding. Named Plaintiff Tara Trotter ("Plaintiff") filed this
5 putative class action on April 11, 2023. The operative Complaint alleges that Defendants SEC
6 Transportation, Inc., and Stockton Educational Center, Inc. ("Defendants") violated California wage
7 and hour law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to
8 provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay
9 premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to timely pay all
10 final wages, 7) unlawfully inquiring into criminal history, and 8) engaging in unfair competition.
11 Plaintiff has also alleged Defendants are liable for a civil penalties under the Private Attorneys General
12 Act ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs as part of this
13 Action. Defendants denied all of Plaintiff's claims and denied that this case was appropriate for class
14 treatment. No class has been certified. The class settlement was preliminarily approved by this Court
15 on March 12, 2024.

16 The parties have agreed to settle the class and PAGA claims. Defendants will provide
17 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
18 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
19 Release ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as
20 set forth in the Agreement. The Court, having received and considered Plaintiff's Motion for Final
21 Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the
22 proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES
23 DETERMINATIONS AS FOLLOWS:

24 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
25 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

26 The Court finds that certification of the following class for settlement purposes only is
27 appropriate under the California Code of Civil Procedure and related case law:
28

1 All nonexempt employees who have worked, or continue to work, for
2 Defendants in California at any time between April 11, 2019, up to
September 3, 2022.

3 The Court recognizes that the foregoing definition is for Class Member identification purposes
4 only and is not intended to capture the claims at issue or limit or alter the released claims under the
5 Agreement.

6 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
7 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
8 records, individuals who fall within the definition and the number of Class Members would make
9 joinder impractical. The commonality and predominance requirements are met for settlement purposes
10 since there are questions of law and fact common to Class Members. The common questions of law or
11 fact in this case all stem from Plaintiff's contentions that Defendants caused the violations outlined
12 above by 1) failing to pay Plaintiff and Class Members' split shift premiums, 2) failing to pay Plaintiff
13 and Class Members for all hours worked due to Defendants' failure to pay Plaintiff and Class Members
14 for the time spent waiting for clients to be released from schools, 3) failing to provide Plaintiff and Class
15 Members with off-duty meal and rest periods, 4) failing to pay Plaintiff and Class Members meal period
16 and rest period premiums for missed meal and rest periods and for the on-duty meal and rest periods, 5)
17 failing to pay for all hours worked stated in Plaintiff's and Class Members' timecards, and 6) engaging
18 in the unlawful inquiry into the criminal history of Class Members. The PAGA, waiting time penalty,
19 wage statement violation, and unfair competition claims also derive from these violations. Additionally,
20 Class Members seek the same wage and hour remedies under state law. The typicality requirement for
21 settlement purposes is also satisfied since the wage and hour claims of the Class Representative are
22 based on the same facts and legal theories as those applicable to the class members.

23 The Court also finds that certifying the settlement class is required to avoid each Class Member
24 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
25 Members with relatively small individual claims and conserve the resources of the judicial system.

26 The Court finds that Plaintiff Tara Trotter and Plaintiff's counsel, Galen T. Shimoda
27 Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate representatives of
28 the settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement is falls within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and no Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the \$200,000 Gross Settlement Amount.

Class Counsel sought an award of attorneys' fees of \$70,000, attorney's costs of \$10,209.20, an Enhancement Payment to the Class Representative in the amount of \$5,000, and for Settlement Administrator Costs in the amount of \$6,550. Defendant does not oppose these requests. The Notice of Settlement sent to Class Members included information regarding these amounts and that they would be requested in connection with final approval of the Agreement. Class Members have been given the opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.

The Court finds that an award of fees under the common fund doctrine is appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee

1 from the fund as a whole.”). The Court finds the attorneys’ fees request of Thirty Five Percent (35%) of
2 the Gross Settlement Amount, *i.e.* \$70,000, to be appropriate compensation for Plaintiff’s Counsel. The
3 attorneys’ fees request is within the range of percentages that have been approved by other Courts in
4 similar cases and is reasonable in light of the circumstances of this case, the substantial and beneficial
5 results obtained on behalf of Class Members, Aggrieved Employees and the LWDA, and the contingent
6 nature of the recovery over the course of this case, which included potential loss at summary judgment
7 and/or trial proceedings. Additionally, the Court orders that \$10,209.20 of the Gross Settlement Amount
8 will be paid to Plaintiff’s Counsel for reasonable costs incurred in this case.

9 The Court orders and approves ILYM Group, Inc., to act as the Settlement Administrator in this
10 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are
11 \$6,550. Any difference between the actual Settlement Administrator Costs and the approved amount
12 will be added to the Net Settlement Amount for distribution between the Participating Class Members
13 pro rata as set forth in the Agreement.

14 The Court orders that Plaintiff Tara Trotter will receive \$5,000 as a Class Representative
15 Enhancement Payment for her work on behalf of Class Members, Aggrieved Employees, and the
16 LWDA, in addition to any amount Plaintiff may be entitled to under the Agreement’s pro rata
17 distribution formula.

18 The Court approves of the Ten Thousand (\$10,000) PAGA Payment, which shall be paid from
19 the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged
20 PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
21 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved
22 Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the
23 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
24 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
25 and LWDA.

26 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
27 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
28 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for

Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for any reason.

The releases and waivers for Class Members who did not opt out of being bound by the Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are also approved by the Court as set forth in the Agreement.

III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS, INCLUDING THE NOTICE OF SETTLEMENT

The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as Exhibit A to the Declaration of Lesly Rubalcava, fairly and adequately advised Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and proposed distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
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Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

IT IS SO ORDERED.

Date:

7/25/24

By:

Jayne C. Lee
Judge of the Superior Court

Jayne C. Lee