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and Proposed Class Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

ELEANOR JACOBS, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

WESTERN LIVING CONCEPTS, a
California corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: CV2300926

Assigned to the Hon. Timothy Canning, Dept. 4

CLASS ACTION

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

DATE: November 4, 2024

TIME: 10:30 a.m.

DEPT.: 4

Action Filed: June 13, 2023

FAX FILED

1 Plaintiff's Motion for an Order Granting Final Approval of the proposed Class and PAGA
2 Action Settlement came before this Court on November 4, 2024. The above-captioned Action is a
3 class action lawsuit brought by Plaintiff Eleanor Jacobs ("Jacobs" or "Plaintiff") against Defendant
4 Western Living Concepts ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on behalf
5 of a class of Defendant's current and former employees, that Defendant failed to provide meal and
6 rest periods or compensation in lieu thereof, failed to pay wages due timely upon separation of
7 employment, and failed to comply with itemized wage statement provisions. Defendant denies any
8 and all alleged wrongdoing and denies any liability to the Plaintiff or to members of the Settlement
9 Class. Defendant contends that it has complied at all times with California law, including the
10 California Labor Code, the Industrial Commission Wage Orders, and the California Business and
11 Professions Code.

12 On July 29, 2024, this Court entered an Order Granting Preliminary Approval of Settlement,
13 resulting in certification of the following provisional Settlement Class: all non-exempt employees
14 of Defendant Western Living Concepts in California at any time between June 13, 2019 and March
15 30, 2024 who have not entered into an arbitration agreement with Defendant.

16 The Aggrieved Employees shall be defined as all non-exempt employees of Defendant
17 Western Living Concepts in California at any time between April 5, 2022 and June 15, 2024.

18 That Order further directed the Parties to provide Notice to the Settlement Class, which
19 informed absent class members in both English and Spanish of: (a) the proposed Settlement, and
20 the Settlement's key terms; (b) the date, time and location of the Final Approval Hearing; (c) the
21 right of any Class Member to object to the proposed Settlement, and an explanation of the
22 procedures to exercise that right; (d) the right of any Settlement Class Member to exclude
23 themselves from the proposed Settlement, and an explanation of the procedures to exercise that
24 right; and (e) an explanation of the procedures for class members to participate in the proposed
25 settlement.
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1 The Court, upon Notice having been given as required in the Preliminary Approval Order,
2 and having considered the Settlement Agreement and Release of Class and PAGA Claims, as well
3 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

4 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
5 to the Action, including all members of the Settlement Class and all Aggrieved Employees.

6 2. The Court finds that the Settlement Class is properly certified for settlement
7 purposes only.

8 3. The Notice provided to the Settlement Class conforms with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California
10 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
11 applicable law, and constitutes the best notice practicable under the circumstances, by providing
12 individual notice to all Settlement Class Members who could be identified through reasonable
13 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
14 therein to the Settlement Class Members. The notice fully satisfied the requirements of due process.

15 4. The Court finds the settlement was entered into in good faith, that the settlement is
16 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
19 3.769.

20 5. The Court approves the Gross Settlement Amount of Four Hundred Forty-Seven
21 Thousand Five Hundred Dollars (\$447,500).

22 6. Zero (0) Settlement Class Members have objected to the terms of the Settlement.

23 7. One (1) Settlement Class Member has requested exclusion from the Settlement. The
24 following individual is excluded from the class Settlement and is not bound by the terms of the
25 class release, but remains an Aggrieved Employee bound by the release of PAGA claims: Michael
26 Sinsabaugh.
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1 8. Upon entry of this Order, compensation to the participating members of the
2 Settlement Class and Aggrieved Employees shall be affected pursuant to the terms of the Settlement
3 Agreement.

4 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
5 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
6 hereby approves the payment of a Service Payment to Plaintiff Eleanor Jacobs in the amount of
7 Ten Thousand Dollars (\$10,000). This shall be paid from the Gross Settlement Amount.

8 10. The Court approves the payment of attorneys' fees to Class Counsel, Gaines &
9 Gaines, APLC, in the sum of One Hundred Fifty-Six Thousand Six Hundred Twenty-Five Dollars
10 (\$156,625), and the reimbursement of litigation expenses in the sum of Fifteen Thousand Dollars
11 (\$15,000). This shall be paid from the Gross Settlement Amount.

12 11. The Court approves and orders payment in the amount of Fifteen Thousand Dollars
13 (\$15,000) to Phoenix Settlement Administrators for performance of its settlement administration
14 services. This shall be paid from the Gross Settlement Amount.

15 12. The Court approves and orders payment in the amount of Fifteen Thousand Dollars
16 (\$15,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA
17 penalties. This shall be paid from the Gross Settlement Amount.

18 13. Upon the entry of this Order and Judgment, and subject to the occurrence of the
19 Effective Date, Plaintiff, all participating Settlement Class Members, all Aggrieved Employees,
20 and the State of California shall be bound by the Released Class Claims and Released PAGA
21 Claims as set forth in the Settlement Agreement. Plaintiff is further bound by a general release of
22 all claims.

23 14. This "Judgment" is intended to be a final disposition of the above captioned action
24 in its entirety and is intended to be immediately appealable.

25 15. This Court shall retain jurisdiction with respect to all matters related to the
26 administration and consummation of the settlement, and any and all claims, asserted in, arising out
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of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: NOV 04 2024

TIMOTHY A. CANNING
JUDGE OF THE SUPERIOR COURT

RECEIVED

OCT 24 2024

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT