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Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 18 2024

E. Escobedo

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

LASHAYLA GIVENS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

KOOL RUNNINGS LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVRI2202735

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

CLASS ACTION

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

Hearing Date: October 18, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: July 1, 2022
FAC Filed: June 8, 2023
Trial Date: None Set

AM
OCT 18 2024
CS

1 On October 18, 2024 at 8:30 a.m., Plaintiffs Lashayla Givens, Francisco Carrillo, and
2 Darien McGowan's ("Plaintiffs") Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees and Costs, and Class Representative Enhancement Payments came before the
4 Court in Department 1 for a hearing pursuant to the Order Granting Preliminary Approval of the
5 Class Action Settlement ("Preliminary Approval Order"). The Motion for Final Approval of
6 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
7 Payments is based on the Joint Stipulation and Settlement Agreement ("Settlement Agreement,"
8 "Settlement," or "Agreement") attached as **Exhibit 1** to the Declaration of Douglas Han in
9 Support of Motion for Preliminary Approval of Class Action Settlement that was filed on April
10 17, 2024. Since full and adequate notice was given to the Class as required in the Preliminary
11 Approval Order, and the Court considered all the papers filed and proceedings held herein, it is
12 ORDERED, ADJUDGED AND DECREED THAT:

13 1. This Court has jurisdiction over the subject matter of this lawsuit and over all
14 Parties to this lawsuit, including all Class Members.

15 2. The Court preliminarily certified this case as a class action under Code of Civil
16 Procedure section 382 pursuant to the motion for preliminary approval of the class action
17 settlement. The Class is defined as all current and former hourly-paid or non-exempt employees
18 of Defendant Kool Runnings LLC ("Defendant") within the State of California at any time
19 during the period from July 1, 2019 to July 30, 2023 ("Class," "Class Members," and "Class
20 Period"). The "Class Members" shall not include any person who submitted a timely and valid
21 Request for Exclusion Form.

22 3. The certified Class continues to meet all the requirements of Code of Civil
23 Procedure section 382 and for the reasons set forth in the Court's Preliminary Approval Order.

24 4. Plaintiffs are the Court-appointed class representatives.

25 5. Justice Law Corporation is the Court-appointed Class Counsel.

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1 6. The operative complaint alleges that Defendant: (a) failed to pay overtime
2 wages; (b) failed to pay meal period premiums; (c) failed to pay rest period premiums; (d) failed
3 to pay minimum wages; (e) failed to pay final wages in a timely manner; (f) failed to provide
4 compliant wage statements; (g) failed to reimburse business expenses; (h) violated Labor Code
5 section 2698 (Private Attorneys General Act of 2004 ("PAGA")); and (i) violated Business &
6 Professions Code section 17200.

7 7. The motion for final approval is granted. The Court approves the settlement as
8 fair, reasonable, and adequate. Pursuant to this, the Court makes the following awards and
9 approves the following payments:

- 10 a. \$33,333.33 to Class Counsel as the attorneys' fees;
- 11 b. \$23,001.45 to Class Counsel as the attorneys' costs;
- 12 c. \$5,000 to each Plaintiff (totaling \$15,000) as the Class Representative
13 Enhancement Payments;
- 14 d. \$12,000 to the Settlement Administrator as the Settlement Administration
15 Costs; and
- 16 e. \$10,000 as the PAGA Payment, seventy-five percent (75%) of which
17 (\$7,500) will be paid to the California Labor and Workforce Development
18 Agency ("LWDA") and twenty-five percent (25%) of which (\$2,500) will
19 be paid to the Eligible Aggrieved Employees.

20 8. Except for the payment due under the Agreement, the Parties are each to bear
21 their own costs and attorneys' fees.

22 9. The Court approves the Agreement. The Released Parties are discharged from all
23 Released Claims in accordance with the terms of the Agreement.

24 10. The Settlement Administrator is providing settlement administration services for
25 this settlement. The Settlement Administrator received no disputes, no objections, and no
26 requests for exclusion. The Court finds the notice provided to Class Members conforms to due
27 process requirements.

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1 11. Defendant agreed to settle for the non-reversionary sum of \$100,000. Defendant
2 will have no obligation to pay any amount in connection with the Settlement apart from the
3 Maximum Settlement Amount and the employer's share of payroll taxes due on the portion of
4 Individual Settlement Payments allocated to wages. None of the Maximum Settlement Amount
5 will revert to Defendant. According to the Settlement Administrator's calculations, the gross
6 *average* Individual Settlement Payment will be approximately \$8.98, the gross *highest* Individual
7 Settlement Payment will be about \$85.41, and the gross *lowest* Individual Settlement Payment
8 will be around \$0.41.

9 12. Class Counsel's investigation included discovery, reviewing personnel records,
10 policy documents, and sampling of time and pay records, and forming a damage model based on
11 all of these. The Parties mediated this case with Paul Grossman, a respected and experienced
12 mediator in wage-and-hour class actions. In connection with mediation and through discussions
13 with Defendant's counsel, Class Counsel also discussed all aspects of the case, including the
14 risks of litigation and the risks to both Parties of proceeding with a motion for class certification
15 as well as the law relating to meal and rest breaks.

16 13. Class Counsel have extensive experience with wage-and-hour class litigation.
17 Applying this experience, Class Counsel are of the opinion that the Settlement is in the best
18 interest of the Class and provides substantial benefit to Class Members.

19 14. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
20 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

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1 15. Applying the lodestar cross-check, Class Counsel indicate that they invested
2 269.4 hours on this matter. The base lodestar fees calculation for Class Counsel is \$199,860,
3 resulting in a negative multiplier of 0.17. Class Counsel's hourly rates appear to be reasonable
4 for attorneys with their years of experience, and the hours spent are reasonable for this case. It
5 also appears that Class Counsel utilized their skill in litigating this case and have good
6 reputations in the legal community. Class Counsel also spent an appreciable time on the case,
7 which could have been spent on other meritorious cases. Because the attorneys' fees is based on
8 a reasonable percentage of the settlement fund, is supported by the lodestar calculation, and did
9 not receive objections, the Court grants final approval of the attorneys' fees of \$33,333.33.

10 16. Class Counsel seek attorneys' costs of up to \$25,000. Class Counsel's actual
11 costs and expenses incurred total \$23,001.45, which appear reasonable and necessary to the
12 successful litigation of this matter. Furthermore, the maximum attorneys' costs sought was
13 disclosed to Class Members, and no objection were received. For these reasons, the Court grants
14 final approval of the attorneys' costs of \$23,001.45.

15 17. Class Counsel seek Class Representative Enhancement Payments of \$5,000 to
16 each Plaintiff. Plaintiffs devoted several hours to this litigation, which played an integral role in
17 allowing this matter to eventually settle. Plaintiffs assisted Class Counsel by participating in
18 multiple conferences with Class Counsel, gathering and reviewing documents produced with
19 Class Counsel, providing the names and contact information of putative class members, and
20 providing pertinent documents and information to Class Counsel. Plaintiffs also helped Class
21 Counsel prepare for mediation and made themselves available telephone during mediation.
22 Furthermore, Plaintiffs took the time to review and approve the Settlement Agreement (and
23 exhibits) before signing it. Plaintiffs freely chose to champion the rights of the Class, accepted
24 the risks and sacrifices associated with being the class representatives, and do not have interests
25 averse to the Class. None of the Class Members objected to the Class Representative
26 Enhancement Payments. The Court grants final approval of the Class Representative
27 Enhancement Payments of \$5,000 to each Plaintiff.

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1 18. The Settlement Administrator requests Settlement Administration Costs of
2 \$12,000. Based upon the work performed and yet to be performed, including the fact the Class
3 was provided notice of the Settlement Administration Costs and none objected, the Court grants
4 final approval of the Settlement Administration Costs of \$12,000.

5 19. The Court grants final approval of the PAGA Payment of \$10,000, seventy-five
6 percent (75%) of which (\$7,500) will be paid to the LWDA and twenty-five percent (25%) of
7 which (\$2,500) will be paid to the Eligible Aggrieved Employees.

8 20. The Settlement Administrator is directed to mail the Individual Settlement
9 Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK
10 IS ENCLOSED" and take all actions in furtherance of the settlement administration.

11 21. Class Members will receive checks for their Individual Settlement Payments and
12 Individual PAGA Payments. Checks will remain negotiable for one hundred eighty (180)
13 calendar days. Any check not cashed within one hundred eighty (180) calendar days will be void.
14 The funds from the uncashed Individual Settlement Payments shall be distributed by the
15 Settlement Administrator to the State Controller's Unclaimed Property Fund while the funds
16 from the uncashed Individual PAGA Payments shall be distributed by the Settlement
17 Administrator to the LWDA.

18 22. The Settlement Administrator will mail reminder postcards to the Class Members
19 whose settlement checks have not been negotiated within sixty (60) days after their mailing.

20 23. If any of the Class Members are current employees of Defendant, the distribution
21 mailed to those employees is returned to the Settlement Administrator as being undeliverable,
22 and the Settlement Administrator is unable to locate a valid mailing address, the Settlement
23 Administrator shall arrange with Defendant to have those distributions delivered to the
24 employees at their place of employment.

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1 24. Once the Court grants this Order of Final Approval and Judgment, the Settlement
2 Administrator will mail a notice of entry of judgment to Class Members alongside their
3 settlement checks via regular First-Class U.S. Mail. The notice of entry of judgment will state,
4 “The Superior Court of California, County of Riverside, granted final approval of the *Givens v.*
5 *Kool Runnings LLC* matter, Case Number CVRI2202735, on October 18, 2024. The Settlement
6 Administrator has enclosed your settlement check alongside this notice of entry of judgment.”

7 25. All Parties, including each and all Class Members, are bound by this Order of
8 Final Approval and Judgment and by the Settlement Agreement. All Class Members shall be
9 deemed to have entered the Settlement Agreement.

10 26. Without affecting the finality of this Order of Final Approval and Judgment, the
11 Court shall retain continuing jurisdiction over this lawsuit and the Parties, including all Class
12 Members and all matters pertaining to the implementation and enforcement of the terms of the
13 Settlement. Except as provided to the contrary herein, any disputes or controversies arising with
14 respect to interpretation, enforcement, or implementation of the Settlement shall be presented by
15 motion to the Court for resolution.

16 27. A Final Report (Nonappearance) Hearing is scheduled on June 26, 2026 before
17 this same court and department. At least five (5) court days before this hearing, Plaintiffs shall
18 file a report (declaration) concerning the amount of money distributed along with a proposed
19 amended judgment.

20 28. This Order of Final Approval and Judgment is intended to be a final disposition
21 of the above-captioned action in its entirety and is intended to be immediately appealable.
22 Subject to the Court’s continuing jurisdiction as set forth above, the Court directs the Clerk of
23 the Court to enter Order of Final Approval and Judgment.

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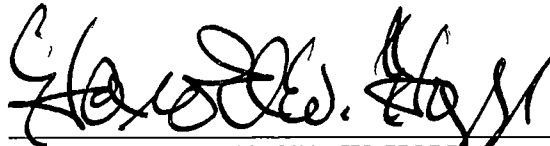
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1 29. There is no reason for any delay in the entry of this Order of Final Approval and
2 Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk of the Court
3 is expressly directed.

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5 **IT IS SO ORDERED.**

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7 DATED: 10/18/24


HONORABLE HAROLD W. HOPF
SUPERIOR COURT JUDGE

**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 Ave., Ste. 101 Pasadena, California 91103. My electronic service address is ccastro@justicelawcorp.com

On October 25, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Givens, et al. v. Kool Runnings LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-954620-23**
Court Case No.: CIVRI2202735
Riverside 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

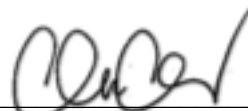
[X] BY ELECTRONIC SUBMISSION

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 October 25, 2024, at Pasadena, California.



Christina Castro