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APR 25 2025
Filed
STEPHANIE BOHRER, CLERK
By *[Signature]*
DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

17 JEREMY M. BROWN, individually and
18 on behalf of all others similarly situated,
19
20 Plaintiffs,
21
22 v.
23 MARBLE PALACE, INC.; and
24 DOES 1 through 20, inclusive,
25
26 Defendants.

Case No. STK-CV-UOE-2023-0005474
ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE J. ABDALLAH
DEPARTMENT 10A
[Signature]
**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE BETWEEN
PLAINTIFF JEREMY M. BROWN AND
DEFENDANT MARBLE PALACE, INC.**
Complaint Filed: May 30, 2023
FAC Filed: August 22, 2023
Trial Date: Not Set

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1 The above-referenced Class Action and PAGA Representative Action ("Action") having
2 come before the Court on April 25, 2025, in Department 10A before the Honorable George J.
3 Abdullah, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA
4 Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), filed and entered November 6, 2024, and as set forth in the Joint
6 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff Jeremy M. Brown
7 and Defendant Marble Palace, Inc. ("Stipulation of Settlement") in this Action, and due and
8 adequate notice having been given to all Class Members and PAGA Members as required in the
9 Preliminary Approval Order, and the Court having considered all papers filed and proceedings had
10 herein and otherwise being fully informed, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

12 1. All terms used herein shall have the same meaning as defined in the Stipulation of
13 Settlement.

14 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
15 "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in
16 California as a non-exempt employee from May 30, 2019 through August 28, 2024. The Settlement
17 Class, however, shall not include any person who previously settled or released the claims covered
18 by this Settlement, or any person who previously was paid or received awards through civil or
19 administrative actions for the claims covered by this Settlement, or any person who submitted a
20 timely and valid Request for Exclusion as provided in this Settlement. The "Class Period" shall be
21 May 30, 2019 through August 28, 2024. All Class Members who worked any hours for Defendant
22 in California during any pay period from May 26, 2022 through August 28, 2024 are aggrieved
23 employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA
24 Members"). PAGA Members will be paid their PAGA Share and release the Released PAGA
25 Claims regardless of whether they submit a timely and valid Request for Exclusion from the
26 Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the
27 Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
28 "Released Parties" as referenced herein and as released in the Settlement shall collectively mean:

1 (i) Defendant; (ii) each of Defendant's respective, present and future parents, subsidiaries, partners
2 and affiliates, including, without limitation, any corporation, limited liability company or
3 partnership; (iii) the past, present and future board members, directors, officers, agents, employees,
4 attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives,
5 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any
6 of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
7 foregoing.

8 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
9 to this Action, including all Class Members and PAGA Members.

10 4. Distribution of the Class and PAGA Notice directed to the Class Members and
11 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
12 has been completed in conformity with the Preliminary Approval Order, including notice to all
13 Class Members and PAGA Members who could be identified through reasonable effort, and is the
14 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
15 adequate notice of the proceedings and of the matters set forth therein, including the proposed
16 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
17 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
18 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
19 by and included within the Settlement and this Final Order.

20 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
21 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
22 that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and
23 applicable requirements for final approval of this class action Settlement under California law,
24 including the provisions of California Code of Civil Procedure section 382 and Federal Rule of
25 Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
26 *Court* (1971) 4 Cal.3d 800, 821.

27 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
28 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties

1 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
2 reached as a result of arms-length negotiations and private mediation. The Court further finds that
3 the Parties have conducted investigation and research, and counsel for the Parties are able to
4 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
5 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
6 the further prosecution of the Action. The Court has reviewed the benefits that are being granted as
7 part of the Settlement and recognizes the significant value to the Class Members and PAGA
8 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
9 only.

10 7. As of the date of entry of this Final Order, each and every Released Claim
11 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
12 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
13 of this Final Order, the Class Representatives and each and every Class Member who have not
14 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
15 prosecuting the Released Claims, except as to such rights or claims as may be created by the
16 Settlement, against Defendant and the Released Parties from any and all claims under state, federal
17 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
18 Action based on the factual allegations contained in the operative Complaint in this Action and any
19 amendments thereto, as to the Class Members, including without limitation, California Labor Code
20 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12,
21 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, California Industrial Commission
22 Wage Orders, California Code of Regulations, Title. 8, section 11040 *et seq.* arising out of the
23 claims alleged in the Action, Business and Professions Code sections 17200 *et seq.*, California
24 Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid
25 wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus
26 and incentive pay, timely payment of wages during employment, timely payment of wages at
27 separation, wage statements, payroll records, failure to provide accurate wage statements,
28 unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest

1 break premiums, failure to pay additional 401(k) benefits for payments received under the
2 Settlement, and/or deferred compensation benefits and/or matching benefits for payments received
3 under the Settlement, unfair competition, unfair business practices, unlawful business practices,
4 fraudulent business practices, class actions, representative actions, aggrieved party claims,
5 declaratory relief, penalties of any nature (including but not limited to civil penalties, wage
6 statement penalties and waiting-time penalties), interest, fees, costs, as well as all other claims and
7 allegations alleged in the Action (collectively, "Released Class Claims") from May 30, 2019
8 through August 28, 2024 ("Class Release Period"). Expressly excluded from the release are claims
9 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers' compensation, or claims outside the
11 Class Release Period. In addition, as of the date of this Final Order, the Class Representatives and
12 the Settlement Class, and each member of the Class who has not submitted a valid Request for
13 Exclusion, are forever barred and enjoined from instituting or accepting damages or obtaining relief
14 against the Released Parties for any period from May 30, 2019 through August 28, 2024.

15 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
16 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
17 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
18 permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA
19 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
20 the LWDA letter, including but not limited to all claims arising under the California Labor Code
21 including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
22 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and
23 the California Industrial Welfare Commission Wage Orders based the facts alleged in the Action
24 (collectively, "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA
25 Claims by or on behalf of Plaintiffs and all PAGA Members from May 26, 2022 through August
26 28, 2024 ("PAGA Release Period"), and for the entire PAGA Release Period, regardless of whether
27 Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant
28 to the Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Group

1 and/or release their PAGA claims against the Released Parties. As such, an individual opting out
2 of the Settlement Class has no impact as to their/his/her standing and/or inclusion in the PAGA
3 Group assuming they/he/she qualify(ies) as a PAGA Member.

4 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
5 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
6 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
7 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
8 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
9 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
10 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
11 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
12 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
13 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
14 action or proceeding in any court, administrative agency or other tribunal for any purpose
15 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
16 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
17 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
18 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
19 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
20 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
21 Released Class Claims and the Released PAGA Claims.

22 10. The Court hereby enters judgment in the entire Action as of the filing date of this
23 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
24 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
25 interpretation, implementation and enforcement of the Settlement and all orders entered in
26 connection therewith pursuant to California Code of Civil Procedure section 664.6.

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1 11. The Court finds the settlement payments provided for under the Settlement to be fair
2 and reasonable in light of all of the circumstances. The Court orders the calculations and the
3 payments to be made and administered in accordance with the terms of the Settlement.

4 12. The Court hereby confirms Aegis Law Firm, PC as Class Counsel for the Settlement
5 Class and for all PAGA Members.

6 13. The Court further finds that the common fund doctrine is applicable to this Action
7 because there is a sufficiently identifiable class of beneficiaries ("the Class"), the benefits can be
8 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the
9 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
10 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
11 Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the
12 Maximum Settlement Amount to be appropriate compensation for Class Counsel. The attorneys'
13 fees request is within the range that has been approved by other courts in similar cases and
14 reasonable in light of the circumstances of this Action, the substantial and beneficial results
15 obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
16 Action, which included potential loss at summary judgment, certification and/or trial proceedings.
17 Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by
18 Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$300,000.00
19 and attorneys' costs in the amount of \$22,408.75, from the Maximum Settlement Amount as final
20 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
21 owed to Class Counsel and any other person or entity related to this Action. The Court further
22 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
23 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
24 bank account of "Aegis Law Firm, PC" as Class Counsel in this Action.

25 14. The Court also hereby approves and orders payment of a Class Representative
26 Service Payment to Plaintiff and Class Representative Jeremy M. Brown in the amount of
27 \$10,000.00 from the Maximum Settlement Amount.

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1 15. The Court also hereby approves and orders payment in the amount of \$30,000.00
2 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
3 Workforce Development Agency.

4 16. The Court also hereby approves and orders payment from the Gross Settlement
5 Amount for actual claims administration expenses incurred by the Settlement Administrator, ILYM
6 Group, Inc. in the amount of \$7,350.00.

7 17. The Court also hereby approves and orders that any residue from uncashed
8 settlement award checks after the expiration date will be paid out to the California Controller's
9 Unclaimed Property Fund in the name of the Class Member, thereby leaving no unclaimed residue
10 subject to California Code of Civil Procedure section 384.

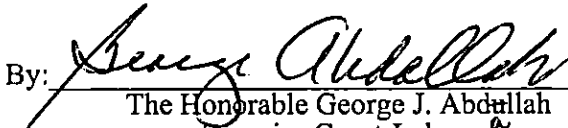
11 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
12 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant
13 and the Released Parties.

14 19. Provided the Settlement becomes effective under the terms of the Stipulation of
15 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
16 Settlement Awards, attorneys' fees and costs, and Class Representative Service Payment is as set
17 forth in the Implementation Schedule within the Preliminary Approval Order.

18 20. The Court also hereby finds that there were no objections to the Settlement raised
19 by any person on the record at the hearing on the Final Approval Order.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

21
22 Dated: 4/25/25

23 By: 
The Honorable George J. Abdullah
Superior Court Judge

1 **PROOF OF SERVICE**

2 I, Gail Baum, hereby declare:

3 I am employed in the County of Sacramento, State of California. I am over the age of
4 18 years and not a party to the within action; my business address is Jackson Lewis P.C.,
5 400 Capitol Mall, Suite 1600, Sacramento, California 95814.

6 On April 14, 2025, I served the within:

7 **DEFENDANT MARBLE PALACE, INC.'S NOTICE OF**
8 **NON-OPPOSITION TO PLAINTIFF JEREMY M. BROWN'S**
9 **MOTION FOR FINAL APPROVAL OF CLASS AND**
10 **REPRESENTATIVE ACTION SETTLEMENT**

11 on the parties in said action:

12 **X** by forwarding a true and correct copy thereof electronically from e-mail address
13 *gail.baum@jacksonlewis.com* to the persons at the e-mail addresses set forth below,
14 pursuant to California Rules of Court, rule 2.251(c)(3) and/or California Code of Civil
15 Procedure section 1010.6(b)(2).

16 Samuel A. Wong
17 Kashif Haque
18 Jessica L. Campbell
19 Julia M. Toscano
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23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed this 14th day of April, 2025 at Folsom, California.

26 
27 Gail Kristine Baum
28