

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Elyssa Martinez (State Bar No. 355589)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com
elyssa@ferrarovega.com

Clerk of the Superior Court
By T. Automation , Deputy Clerk

Attorneys for Plaintiff Shamonique Lashawn Malone-Boyd

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SHAMONIQUE LASHAWN MALONE-BOYD
et al.

Plaintiff,

vs.

NUCO2 MANAGEMENT LLC *et al.*

Defendants.

Case No. 37-2023-00043224-CU-OE-CTL

*Hon. Katherine Bacal
Dept. 63*

CLASS ACTION

**Notice of Entry of Order Granting Final
Approval and Entering Judgment**

Action Filed: October 4, 2023
First Amended Complaint Filed: November 14,
2023
Second Amended Complaint Filed: February 26,
2025

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On August 8, 2025, at 1:30 p.m. in this Department, the Court entered the Order and
4 Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs and
5 Entering Judgment attached hereto as Exhibit 1.

6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

7 3. A conformed copy of this Notice will be submitted to the LWDA via its online
8 electronic portal in accordance with Labor Code § 2699(s)(3).

9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: August 14, 2025

Ferraro Vega Employment Lawyers, Inc.

14 
15 _____
16 Nicholas J. Ferraro
17 Attorneys for Plaintiff Shamonique Lashawn Malone-
18 Boyd
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Exhibit 1

FILED
San Diego Superior Court

AUG 08 2025

Clerk of the Superior Court
By: T. Crandall, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SHAMONIQUE LASHAWN MALONE-
BOYD, individually and on behalf of all
others similarly situated and the State of
California under the Private Attorneys
General Act,

Plaintiffs,

vs.

NUCO2 MANAGEMENT LLC; NUCO2
SUPPLY LLC; LINDE INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2023-00043224-CU-OE-CTL

Hon. Katherine Bacal
Dept. 63

CLASS ACTION

**[Proposed] Order Granting Final Approval of
Class Action and PAGA Settlement and
Attorneys' Fees and Costs and Entering
Judgment**

Motion for Final Approval/Attorneys' Fees:

Date: August 8, 2025

Time: 1:30 p.m.

[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action and
PAGA Settlement, Memorandum of Points and
Authorities, Declaration of Nicholas J. Ferraro,
Declaration of Settlement Administrator, and
Declaration of Shamonique Lashawn Malone-
Boyd]

Action Filed: October 4, 2023

First Amended Complaint Filed: November 14,
2023

Second Amended Complaint Filed: February
26, 2025

**[Proposed] Order Granting Final Approval of Class Action and PAGA Settlement
and Attorneys' Fees and Costs and Entering Judgment**

1 This matter came on for hearing on August 8, 2025 at 1:30 p.m. in Department 63 of the above-
2 captioned Court, the Honorable Katherine Bacal presiding, on (1) Plaintiff's Motion for Final Approval
3 of Class Action and PAGA Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement ("Settlement") attached as Exhibit 1 to the Declaration of Nicholas
6 J. Ferraro in Support of Plaintiff's Motion for (1) Final Approval of Class Action and PAGA Settlement
7 and (2) Motion for Attorneys' Fees and Class Rep. Service Award, the evidence and documents
8 received by the Court in connection with the Motions for Final Approval and Attorneys' Fees and
9 Costs, and the previously decided Motion for Preliminary Approval, the Court GRANTS FINAL
10 APPROVAL of the Settlement and ORDERS AND MAKES THE FOLLOWING
11 DETERMINATIONS:

12 1. The Settlement, including the definitions applicable to the Settlement are incorporated
13 by reference into this Final Order and Judgment.

14 2. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
15 and the Settlement, a notice was sent to each class member by first-class U.S. mail. The notice
16 informed the class of the terms of the Settlement, their right to receive a settlement payment without
17 any required action, their right to comment upon or object to the Settlement, and their right to appear
18 in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the
19 Settlement. Adequate periods of time were provided for each of these procedures.

20 3. Zero class members returned a written objection to the proposed Settlement as part of
21 the notice process or stated an intention to appear at the Final Approval Hearing and there we no
22 dissenting appearances from class members at the hearing. No class members requested exclusion
23 from the Settlement.

24 4. The Court finds and determines the notice procedure afforded adequate protection to the
25 class and provides the basis for the Court's informed decision regarding approval of the Settlement
26 based the response. The Court finds and determines the notice provided was the best notice
27 practicable, satisfying the requirements of law and due process.

1 5. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
2 proposed class is ascertainable and so numerous that joinder of all members of the class is
3 impracticable; (b) there are questions of law or fact common to the proposed class, and there is a well-
4 defined community of interest among members of the class with respect to the subject matter of the
5 claims; (c) the claims of the representative are typical of the claims of the class; (d) the class
6 representative has and will fairly and adequately protect the interests of the class; (e) a class action is
7 superior to other available methods for an efficient adjudication of this controversy in the context of
8 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
9 to serve as Class Counsel in this action.

10 6. The Court confirms certification, for settlement purposes only, of the class as defined in
11 the Settlement and approved at the preliminary approval stage.

12 7. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
13 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
14 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
15 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
16 extensive investigation, research, and informal discovery, and that their attorneys were able to
17 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
18 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
19 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
20 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
21 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
22 forth herein.

23 8. The Court finds and determines the fees and expenses in administering the Settlement
24 incurred by the Settlement Administrator of \$9,500.00 are fair and reasonable. The Court orders these
25 administration costs be paid in accordance with the terms of the Settlement.

26 9. The Court finds and determines the Service Award of \$10,000.00 to Plaintiff Malone-
27 Boyd as fair and reasonable. The Court orders the service awards be paid in accordance with the terms
28 of the Settlement.

1 10. The Court finds and determines payment to the California Labor and Workforce
2 Development Agency of \$7,500.00, as its 75% share of the civil penalties under the Private Attorneys
3 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
4 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
5 General Act pursuant to Labor Code § 2699(s)(2).

6 11. Pursuant to the terms of the Settlement and the statutory provisions authorizing
7 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
8 for Attorneys' Fees, the Court awards Class Counsel attorneys' fees of \$116,655.00 and litigation costs
9 of \$19,522.35. Class Counsel has sufficiently explained the basis for the fee award based on a
10 percentage of the fund. The Court finds such amounts to be fair and reasonable. The Court orders the
11 Settlement Administrator to make these payments in accordance with the Settlement.

12 12. Effective on the date when NuCO2 fully funds the Gross Settlement Amount and all
13 associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
14 State of California, all Participating Class Members, all PAGA Members, and all persons purporting
15 to act on behalf of Class Members' and PAGA Members' behalf or purporting to assert a claim under
16 or through them, shall be deemed to have fully, finally, and forever released, settled, compromised,
17 relinquished and discharged any and all of the Released Parties of and from any and all claims and/or
18 causes of action pled or which could have been pled arising, in whole or in part, from the facts and/or
19 allegations contained in the Operative Complaint and PAGA Letters against the Released Parties, that
20 arose during the Class Period and PAGA Period, including the following: The Claims set forth in the
21 Operative Complaint and PAGA Letters, including, but not limited to failure to pay wages (including
22 minimum wages, regular wages, overtime wages, reporting time wages), meal period violations, rest
23 period violations, paid sick leave, untimely payment of wages, wage statement violations, waiting time
24 penalties, unfair competition, failure to reimburse business expenses and civil penalties under the
25 PAGA and those claims predicated on the same or similar facts and/or claims alleged in the Action
26 and/or any PAGA Letters sent to the LWDA by Named Plaintiff in or prior to the Action, as well as
27 any claims that could have been pled which arise from the same or similar facts alleged in the Operative
28 Complaint and PAGA Letters concerning Named Plaintiff or the putative class and/or PAGA

1 Members, and claims for interest, penalties (including PAGA penalties), claims pursuant to the
2 California Labor Code and California Industrial Welfare Commission Wage Orders, including but not
3 limited to, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.6, 226,
4 226.3, 226.7, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.6, 248.7, 256, 510, 512, 516, 558, 558.1,
5 1174, 1174.5, 1182.12, 1198, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802,
6 Business and Professions Code section 17200, *et seq.* and applicable IWC Wage Orders, and California
7 Code of Regulations, Title 8, section 11000 *et seq.*; or which could have been alleged under the same
8 or similar facts, allegations and/or claims pled in the Action and PAGA Letters. Participating Class
9 Members **do not** release any other claims, including claims for vested benefits, wrongful termination,
10 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
11 security, workers' compensation, or claims based on facts outside of the Operative Complaint, PAGA
12 Letters or outside the Class or PAGA Period.

- 13 a. Any claims for injunctive relief, declaratory relief, restitution, alleged or which could
14 have been alleged under the facts, allegations and/or claims pleaded in the complaints
15 filed as part of the Action;
- 16 b. Any and all other claims under California common law, the federal law, and the
17 California Business and Professions Code alleged in or that could have been alleged
18 under the same or similar facts, allegations and/or claims pled in the Action and PAGA
19 Letter based on the alleged Labor Code violations.
- 20 c. In light of the binding nature of a PAGA judgment on non-party employees pursuant to
21 *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude
22 themselves from the settlement of class claims, shall still receive an individual PAGA
23 payment and release all claims for penalties pursuant to the PAGA during the PAGA
24 Period.

25 13. The Settlement and the terms set forth therein, is not an admission by Defendants or any
26 of the Released Parties, nor is this Order a finding of the validity of any allegations or of any
27 wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein,
28 nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing,

1 omission, concession, or liability whatsoever by or against Defendants and/or the Released Parties.
2 The entering into or carrying out of this Settlement, and any negotiations or proceedings related
3 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession
4 with regard to the denials or defenses by Defendants, or any of the other Released Parties, and shall
5 not be offered in evidence in any action or proceeding in any court, administrative agency or other
6 tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement,
7 the release by Plaintiff, Participating Class Members and PAGA Members, or any related agreement
8 or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or
9 submit in any other proceeding, this Order, ultimate Judgment and/or the Settlement, and any other
10 papers and records on file in this Action as evidence of the Settlement to support a defense of *res*
11 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as
12 to the Released Claims by Plaintiff, Participating Class Members and/or PAGA Members.

13 14. Without affecting the finality of this Order or the entry of judgment in any way, the
14 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
15 and enforcement of this Order and the Settlement.

16 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
17 the Settlement or under this Order, including the requirement that Defendant make payments to Class
18 Members in accordance with the Settlement.

19 16. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
20 Settlement, in accordance with this Final Approval Order and Judgment.

21 17. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
22 Entry of Judgment with the Court.

23
24 **IT IS SO ORDERED.**

25
26 Date: 8/8/25

27 
The Honorable Katherine Bacal
Judge of the Superior Court

KATHERINE A. BACAL

Exhibit 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULINGS - August 07, 2025

HEARING DATE: 08/08/25 HEARING TIME: 1:30PM DEPT.: C-63

JUDICIAL OFFICER: BACAL, KATHERINE A.

CASE NO.:37-2023-00043224-CU-OE-CTL

CASE TITLE: Malone-Boyd vs NUCO2 Management LLC [E-FILE]

CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

TENTATIVE RULING

This matter is set for hearing on plaintiff's motion for final approval and motion for attorneys' fees and costs. The Court conducted an inquiry into the fairness of the proposed settlement. CRC, rule 3.769(g). Having reviewed and considered the motions and supporting evidence, the Court intends to sign the proposed order granting final approval of the class action and PAGA settlement and granting the motion for attorneys' fees and costs. Of note, only one notice packet was deemed undeliverable and so nearly all 199 class members participated; and the administrator did not receive any requests for exclusion, workweek disputes, or objections to the settlement. Regina Cutler Decl. ¶¶ 9-12.

The proposed order will be the order of the Court.

Plaintiff to serve notice within two court days of this ruling.