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CLERK OF THE SUPERIOR COURT
BY: [Signature] DEPUTY

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

ANTHONY RODRIGUEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

CENTRAL VALLEY OPPORTUNITY
CENTER, INCORPORATED, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22CV-01358

Assigned for All Purposes to:
Honorable Brian McCabe
Courtroom 8

CLASS ACTION

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

Hearing Date: May 2, 2024
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: May 11, 2022
FAC Filed: October 23, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Anthony Rodriguez's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, Class Counsel Fees
3 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
4 Payment, and after considering the papers submitted in support of the motion, including the
5 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement,"
6 "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

7 Plaintiff and Defendant Central Valley Opportunity Center, Incorporated ("Defendant")
8 entered the Settlement Agreement on or about November 16, 2023 to settle this lawsuit.

9 The Court entered an order dated January 25, 2024 preliminarily approving the settlement
10 of this lawsuit ("Preliminary Approval Order") consistent with the Code of Civil Procedure
11 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
12 providing Class Members with an opportunity to object to the Settlement or exclude themselves
13 from the Class, and setting a Final Approval Hearing.

14 The Court held a Final Approval Hearing on May 2, 2024 to determine whether to give
15 final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
18 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
19 in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice was disseminated and all Class Members
21 were given the opportunity to request exclusion from the Class, the Court has personal
22 jurisdiction with respect to the claims of all Class Members. The Court also has subject matter
23 jurisdiction over this lawsuit, including jurisdiction to approve the Settlement and grant final
24 certification of the Class.

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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. The Court certifies a Class consisting of all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the period from
5 May 11, 2018, through September 22, 2023 ("Class," "Class Members," and "Class Period").
6 There are two hundred four (204) Class Members who did not submit valid and timely Requests
7 for Exclusion from the Settlement ("Participating Class Members").

8 4. Adequacy of Representation. As Class Counsel, Justice Law Corporation have
9 fully and adequately represented the Class for purposes of entering and implementing the
10 Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds the Court Approved Notice of Class Action
12 Settlement and Hearing Date for Final Court Approval ("Class Notice") and its distribution to
13 Class Members have been implemented pursuant to the Settlement and the Court's Preliminary
14 Approval Order. The Court finds the Class Notice:

- 15 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
16 pendency of the lawsuit; (ii) material terms and provisions of the Settlement and
17 their rights; (iii) their right to object to any aspect of the Settlement; (iv) their
18 right to exclude themselves from the Settlement; (v) their right to receive
19 settlement payments; (vi) their right to appear at the Final Approval Hearing; and
20 (vii) binding effect of the orders and judgment in the lawsuit, whether favorable
21 or unfavorable, on all Participating Class Members;
- 22 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
23 section 382, California Rule of Court 3.769, and due process;
- 24 c. constitutes the best practicable notice to Class Member under the circumstances
25 of the lawsuit; and
- 26 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

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1 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
2 any action to enforce the terms and provisions of the Settlement Agreement.

3 7. Final Settlement Approval. The terms and provisions of the Agreement have
4 been entered in good faith and are the product of arm's-length negotiations by experienced
5 counsel who have done a meaningful investigation of the claims. The Agreement and all its
6 terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best
7 interests of the Parties. The Parties are hereby directed to implement the Agreement according to
8 its terms and provisions.

9 8. Binding Effect. The terms and provisions of the Settlement and this Order and
10 Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees, as
11 well as their spouses, heirs, registered domestic partners, executors, administrators, successors,
12 and assigns. Those terms shall have res judicata and other preclusive effect in all pending and
13 future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to
14 the extent those claims, lawsuits, or other proceedings involve matters that were or could have
15 been raised in the lawsuit and are encompassed by the Released Class Claims and Released
16 Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement will have no binding
17 effect upon, and provide no res judicata preclusion to, those Class Members who have submitted
18 timely requests for exclusion.

19 9. Release by Participating Class Members. Effective on the date when Defendant
20 fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the
21 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
22 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release Released Parties from the Released Class Claims.

24 a. Release by Aggrieved Employees. Effective on the date when Defendant fully
25 funds the entire Gross Settlement Amount and funds all employer payroll taxes
26 owed on the Wage Portion of the Individual Class Payments, all Aggrieved
27 Employees are deemed to release, on behalf of themselves and their former and
28

1 present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, the Released Parties from the Released PAGA Claims.

3 b. Plaintiff's Release. Effective on the date when Defendant fully funds the entire
4 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
5 Portion of the Individual Class Payments, Plaintiff and his former and present
6 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns generally, release and discharge Released Parties from Plaintiff's Release.
8 Plaintiff also expressly waives and relinquishes the provisions, rights, and
9 benefits, if any, of section 1542 of the Civil Code.

10 c. Released Parties. The Released Parties include Defendant and its parents,
11 predecessors, successors, all related / affiliated entities, subsidiaries, officers,
12 directors, members, agents, employees, and stockholders.

13 10. Class Representative Service Payment. The Court finds the Class Representative
14 Service Payment of \$7,500, to be paid by Defendant to Plaintiff out of the Gross Settlement
15 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
16 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

17 a. The rationale for making enhancement payments is class representatives should
18 be compensated for the expense and risk incurred in conferring a benefit on the
19 Class. Criteria courts consider are: (i) risks in commencing the suit; (ii) notoriety
20 and personal difficulties encountered; (iii) amount of time and effort spent; (iv)
21 duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed.

22 b. The Court reviewed Plaintiff's declarations outlining his involvement in the
23 lawsuit. Given the risks inherent in their services as the class representative,
24 duration of the case and time involved, and benefits created for the Class, the
25 Court approves the payment of the Class Representative Service Payment of
26 \$7,500 to Plaintiff.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

The Court finds the Class Counsel Fees Payment of \$105,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court also finds the Class Counsel Litigation Expenses Payment as reimbursement for litigation costs incurred of \$10,601.64, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff and Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff and Class Members in connection with or related to this lawsuit, Settlement, administration, and/or Released Class Claims and Released PAGA Claims.

a. The Court has an independent right and responsibility to review the attorneys' fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$105,000 is thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

b. The Court reviewed the declaration of Douglas Han regarding the costs expended. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000. The Court finds Class Counsel expended \$10,601.64 in litigation costs, and such costs were reasonable. Thus, the Court approves the payment of

1 the Class Counsel Litigation Expenses Payment of \$10,601.64 from the common
2 fund for the reimbursement of litigation costs.

3 12. Administration Expenses Payment. The Court finds the Administration Expenses
4 Payment of \$5,990, to be paid by Defendant to the Administrator out of the Gross Settlement
5 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
6 pursuant to terms and provisions set forth in the Settlement Agreement.

7 a. The Court reviewed the declaration of Nicole Bench from ILYM Group, Inc., the
8 Court-approved Administrator. The Court finds notice was provided to the Class
9 pursuant to the Preliminary Approval Order, the notice constitutes the best
10 practicable notice to the Class, and the notice satisfied due process. Thus, the
11 Court approves the payment of the Administration Expenses Payment of \$5,990
12 for the Administrator's services.

13 13. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, seventy-five
14 percent (75%) of which (\$15,000) will be paid to the California Labor and Workforce
15 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
16 which (\$5,000) will be allocated to the Aggrieved Employees, on a pro rata basis, to be
17 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
18 provisions set forth in the Settlement Agreement.

19 14. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
20 Settlement Amount by first transmitting fifty percent (50%) of the funds to the Administrator no
21 later than sixty (60) calendar days after the full execution of the Agreement. Defendant shall
22 fund the remaining fifty percent (50%) of the Gross Settlement Amount by transmitting the funds
23 to the Administrator no later than one (1) year after the first payment. Within fourteen (14)
24 calendar days after Defendant fully funds the Gross Settlement Amount and the Court grants
25 Final Approval, the Administrator will mail checks for all settlement payments.

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1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
3 Settlement was the product of arm's-length negotiations following litigation, discovery, and
4 exchange of documentation relating to the claims. The negotiations were facilitated with the aid
5 of the mediators Mark Keppler, who is an experienced class action mediator.

6 a. The fairness of the Settlement is demonstrated by there being no objections to and
7 no requests for exclusion from the Settlement.

8 b. The fairness of the Settlement is also illustrated by the *average* Individual Class
9 Payment being approximately \$739.75, and the *highest* Individual Class Payment
10 being about \$1,935.69.

11 16. Uncashed Checks. Class Members must cash or deposit their settlement checks
12 within one hundred eighty (180) calendar days after the checks are mailed to them. Uncashed
13 settlement checks will be canceled and transmitted to the California Controller's Unclaimed
14 Property Fund in the name of the Class Member.

15 17. Modification of Settlement Agreement. The Participating Class Members are
16 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of
17 the Settlement Agreement only by an express written instrument signed by all Parties or their
18 representatives and approved by the Court. Such amendments or modifications shall be
19 consistent with this Order and Judgment and cannot limit the rights of Participating Class
20 Members under the Settlement Agreement.

21 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
22 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
23 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
24 and for any other necessary purpose, including, without limitation:

25 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
26 claims, or causes of action in the class action that, in whole or in part, are related
27 to or arise out of the Settlement or this Order and Judgment;
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THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

DATED:

Judge James LaPorte
for Judge Brian L. McCabe

**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 and my electronic service address is hdonnelly@justicelawcorp.com.

On May 2, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Rodriguez v. Central Valley Opportunity Center,
Incorporated**
LWDA/Court Case No.: **LWDA Case No.: CM-988433-23**
Court Case No.: 22CV-01358
Merced 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

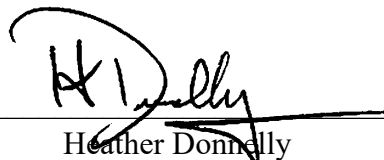
[X] BY ELECTRONIC SUBMISSION

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 May 2, 2024, at Pasadena, California.


Heather Donnelly