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FILED
Superior Court of California
County of Sacramento
07/25/2025
J. Servantez, Deputy

Attorney for Plaintiff Dustin McCurdy, on behalf of himself
and on behalf of all persons similarly situated, and on behalf of himself
and on behalf of the Labor & Workforce Development Agency
and all similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO – UNLIMITED JURISDICTION

10 DUSTIN MCCURDY, on behalf of himself)	Case Number: 23CV014158
11 and on behalf of all persons similarly)	
12 situated)	(PROPOSED) ORDER REGARDING
13)	MOTION FOR FINAL APPROVAL OF
14)	CLASS ACTION SETTLEMENT AND
15)	PRIVATE ATTORNEYS GENERAL ACT
16)	SETTLEMENT
17)	
18)	Date: July 25, 2025
19)	Time: 9:00 a.m.
20)	Dept.: 22
21)	
22)	Reservation Number A-14158-001
23)	
24)	Judge: The Hon. Lauri A. Damrell
25)	
26)	
27)	
28)	

1 Plaintiff Dustin McCurdy's Motion for Final Approval of Class Action Settlement and
2 Private Attorneys General Act Settlement came on for hearing on July 25, 2025 in Department 22 of
3 this Court. The Court having read and considered all papers submitted and having heard arguments
4 of counsel hereby GRANTS Plaintiff's motion and HEREBY ORDERS AND MAKES THE
5 FOLLOWING DETERMINATIONS:

6 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and
7 Private Attorneys General Act Settlement ("Settlement Agreement"), Notices and Opt-out forms
8 were mailed to all 85 Class Members, informing Class Members of the terms of the Settlement
9 Agreement, their right to receive an Individual Class Payment, their right to object to the Settlement
10 Agreement, their right to request exclusion from the Settlement Agreement, and their right to appear
11 in person or by counsel at the final approval hearing and to be heard regarding approval of the
12 Settlement Agreement. Adequate periods of time were provided by each of these procedures. No
13 member of the Class filed written objections to the proposed Settlement Agreement.

14 2. The Court finds and determines that this notice procedure afforded adequate
15 protections to Class Members and provides the basis for the Court to make an informed decision
16 regarding approval of the Settlement Agreement based on the responses of the Class. The Court
17 finds and determines that the notice provided in this case was the best notice practicable, which
18 satisfied the requirements of law and due process;

19 3. With respect to the Class and for purposes of approving the Settlement Agreement
20 only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
21 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common
22 to the Class, and there is a well-defined community of interest among members of the Class with
23 respect to the subject matter of the Action; (c) the claims of Class Representative Dustin McCurdy
24 are typical of the claims of the members of the class; (d) a class action is superior to other available
25 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
26 representative, i.e., Class Counsel, is qualified to serve as counsel for Plaintiff in his individual and
27 representative capacities for the Class.
28

1 4. The Court has certified a Class, as that term is defined in and by the terms of the
2 Settlement Agreement, as all non-exempt employees for the Defendant during the Class Period. The
3 Class Period means December 27, 2019 to February 5, 2024. The Court deems this definition
4 sufficient for purposes of the California Rule of Court, rule 3.765, subdivision (a).

5 5. The Court hereby confirms G. Martin Velez, Esq., of the Law Office of G. Martin
6 Velez as Class Counsel in this Action.

7 6. The Court hereby confirms Plaintiff Dustin McCurdy as the Class Representative in
8 this Action.

9 7. The Court finds and determines that the terms set forth in the Settlement Agreement
10 are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement Agreement
11 according to its terms, having found that the Settlement Agreement was reached as a result of
12 informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court
13 further finds that the Parties conducted extensive investigation, research, and discovery and that their
14 attorneys were able to reasonably evaluate their respective positions. The Court also finds that the
15 Settlement Agreement will enable the Parties to avoid additional and potentially substantial litigation
16 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
17 reviewed the monetary recovery provided as part of the Settlement Agreement and recognizes the
18 significant value to the Class.

19 8. The Court further finds and determines that the terms of the Settlement Agreement
20 are fair, reasonable, and adequate to the Class and that the Settlement Agreement is ordered finally
21 approved, and that all terms and provisions of the Settlement Agreement should be and hereby are
22 ordered to be consummated.

23 9. The Court hereby approves the Gross Settlement Amount of \$360,000.00.

24 10. The Court finds and determines that the Individual Class Payments to be paid to Class
25 Members as provided by the Settlement Agreement are fair and reasonable. The Court hereby gives
26 final approval to and orders that the payment of those amounts be made to Class Members in
27 accordance with the Settlement Agreement.
28

1 11. The Court finds and determines that the allocation of \$20,000.00 of the Gross
2 Settlement Amount to the settlement of civil penalties under the Private Attorneys General Act in
3 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
4 that the payment of 75% of this amount, or \$15,000.00, be paid to the California Labor and
5 Workforce Development Agency and 25%, or \$5,000.00, be paid to the Aggrieved Employees in
6 accordance with the Settlement Agreement.

7 12. The Court finds and determines that the fees and expenses in administering the
8 Settlement Agreement incurred by Class Action Claims Administration, Inc. in the amount of
9 \$6,900.00 are fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
10 that the payment of that amount in accordance with the Settlement Agreement.

11 13. The Court finds and determines that the Class Representative Service Payment of
12 \$7,500.00 for Plaintiff Dustin McCurdy is fair, reasonable, and appropriate. The Court hereby
13 orders the Settlement Administrator to make this payment to Plaintiff Dustin McCurdy in
14 accordance with the terms of the Settlement Agreement.

15 14. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and
16 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
17 sum of \$118,800.00 and litigation costs of \$6,816.45. The Court finds such amounts to be fair,
18 reasonable, and appropriate. The Court hereby orders the Settlement Administrator to make these
19 payments in accordance with the terms of the Settlement Agreement.

20 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
21 under the Settlement Agreement or under this Order, including the requirement that Defendant make
22 payment to the Class Members in accordance with the Settlement Agreement.

23 16. The Court retains jurisdiction of all matters relating to the interpretation,
24 administration, implementation, effectuation, and enforcement of the Settlement Agreement pursuant
25 to Code of Civil Procedure section 664.6.

26 17. Upon completion of administration of the Settlement Agreement, the Settlement
27 Administrator shall provide a declaration regarding the distribution of the settlement funds, which
28 shall be filed with the Court fifteen (15) days prior to the settlement compliance hearing set for

1 April 10, 2026 , at 10:30 am in the above-entitled Court. If the Court is satisfied
2 that the settlement funds have been fully distributed, no appearance will be required at the settlement
3 compliance hearing.

4 18. The Parties will bear their own costs and attorneys' fees except as otherwise provided
5 by this Court's Order awarding Class Counsel's award for attorneys' fees and litigation costs.

6 IT IS SO ORDERED.

7
8 Dated: 7/25/25




The Honorable Lauri Damrell
Judge of the Superior Court