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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF NEVADA**

TIFFANY BRITTON and KAYJHONNIE  
SMITH, individually, and on behalf of other  
members of the general public similarly  
situated,

Plaintiffs,

vs.

MOUNTAIN VALLEY CHILD AND  
FAMILY SERVICES, INC., a California  
Corporation; and DOES 1 through 100,  
Inclusive,

Defendants.

Case No. CU0000023

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL**

Date: January 19, 2024

Time: 10:00 a.m.

Judge: Hon. S. Robert Tice-Raskin

Dept.: 6

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and  
2 PAGA Action Claims and Release of Claims (“Agreement”) and Motion for Attorneys’ Fees,  
3 Attorneys’ Expenses, and Service Awards duly came on for hearing on January 19, 2024 before the  
4 above-entitled Court. Lawyers for Justice PC, Zakay Law Group, APLC and the JCL Law Firm,  
5 APC appeared on behalf of Plaintiffs TIFFANY BRITTON and KAYJHONNIE SMITH  
6 (“Plaintiffs”). Matheny Sears Linkert & Jaime LLP appeared on behalf of Defendant MOUNTAIN  
7 VALLEY CHILD AND FAMILY SERVICES, INC. (hereinafter “Defendant”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the  
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in  
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending  
15 in the California Superior Court for the County of Nevada (“Court”), Case No. CU0000023, entitled  
16 *Britton, et al, v. Mountain Valley Child and Family Services, Inc., et al.*, and over all Parties to this  
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On December 13, 2023, the Court granted preliminary approval of a class-  
20 wide settlement. At this same time, the court approved certification of a provisional settlement class  
21 for settlement purposes only. The Court confirms this Order and finally approves the settlement  
22 and the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was  
25 mailed by first class mail to the Class Members at their last known addresses on November 13, 2023.  
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the  
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the  
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1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet  
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3           5.       The Response Deadline for opting out or objecting was December 28, 2023.  
4 There was an adequate interval between notice and deadline to permit Class Members to choose  
5 what to do and act on their decision. No Class Members objected. One Class Member requested  
6 exclusion. The name of the Class Member who opted out is Candice Harmon. Approximately  
7 99.82% of the Class Members will be participating in the Settlement and will be sent Individual  
8 Settlement Payments.

9 **Fairness Of the Settlement**

10           6.       The Agreement provides for a Gross Settlement Amount of \$400,000.00.  
11 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
12 Cal.App.4th 1794, 1801.)

13           a.       The settlement was reached through arms-length bargaining between  
14 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed  
15 settlement.

16           b.       The Parties' investigation and discovery have been sufficient to allow  
17 the Court and counsel to act intelligently.

18           c.       Counsel for all parties are experienced in similar employment class  
19 action litigation and have previously settled similar class claims on behalf of employees claiming  
20 compensation. All counsel recommended approval of the Settlement.

21           d.       The percentage of objectors and requests for exclusion is small. No  
22 objections were received. One request for exclusion was received.

23           e.       The participation rate is high. Approximately 99.82% of Class  
24 Members will be participating in the Settlement and will be sent settlement payments.

25           7.       The consideration to be given to the Class Members under the terms of the  
26 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
27 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
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1 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the  
2 litigation and the delays which would ensue from continued prosecution of the Action.

3           8.       The Agreement is finally approved as fair, adequate, and reasonable and in  
4 the best interests of the Settlement Class Members.

5 **Attorneys' Fees and Attorneys' Expenses**

6           9.       The Agreement provides for an award of Attorneys' Fees and Attorneys'  
7 Expenses in the amount of up to One Hundred Fifty-Three Thousand Three Hundred Thirty-Three  
8 Dollars and Thirty-Three Cents (\$153,333.33). Subject to Court approval, the Attorneys' Fees and  
9 Attorneys' Expenses consist of attorneys' fees equal to one-third (1/3) of the Gross Settlement  
10 Amount, or One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-  
11 Three Cents (\$133,333.33) and reimbursement of costs and expenses in the amount of Eleven  
12 Thousand Six Hundred Seventy-One Dollars and Eight-Five Cents (\$11,671.85).

13           10.     An award of Attorneys' Fees and Attorneys' Expenses in the amount of One  
14 Hundred Forty-Five Thousand Five Dollars and Eighteen Cents (145,005.18) comprised of  
15 attorneys' fees in the amount of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three  
16 Dollars and Thirty-Three Cents (\$133,333.33) and reimbursement of actually incurred costs and  
17 expenses in the amount of Eleven Thousand Six Hundred Seventy-One Dollars and Eight-Five Cents  
18 (\$11,671.85) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked  
19 by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award  
20 represents 1/3 of the common fund, which is reasonable and at the low end of the range for fee  
21 awards in common fund cases and is supported by Class Counsel's lodestar.

22 **Service Awards**

23           11.     The Agreement provides for a Service Award of Ten Thousand Dollars and  
24 Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval. The Court finds that the  
25 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in light  
26 of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

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1 **Claims Administration Expenses**

2           12. The Agreement provides for Claims Administration Expenses to be paid in  
3 an amount not to exceed \$8,500.00. The Declaration of the Settlement Administrator provides that  
4 the actual claims administration expenses were \$8,500.00. The amount of this payment is  
5 reasonable in light of the work performed by the Settlement Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9           1. The Class is certified for the purposes of settlement only. The Settlement  
10 Class is hereby defined to include all current and former non-exempt California employees who  
11 worked at Defendant (“Class”) from April 19, 2018 to June 18, 2023 (“Class Period”).

12           2. Every person in the Class who did not submit and timely and validly Request  
13 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the  
14 Settlement Administrator, that one Class Member opted-out of the Settlement. The Class Member  
15 who opted out is Candice Harmon.

16           3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
17 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
18 this Order and the terms of the Agreement.

19           4. Class Counsel are awarded One Hundred Forty-Five Thousand Five Dollars  
20 and Eighteen Cents (145,005.18) for the Attorneys’ Fees and Attorneys’ Expenses comprised of  
21 one-third of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand Three Hundred  
22 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) and litigation expenses in the amount  
23 of Eleven Thousand Six Hundred Seventy-One Dollars and Eight-Five Cents (\$11,671.85). Class  
24 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,  
25 Plaintiffs, or members of the Class.

26           5. The payment of the Service Award to each Plaintiff in the amount of  
27 \$10,000.00 is approved.

1                   6.       The payment of \$8,500.00 to the Settlement Administrator for Claims  
2 Administration Expenses is approved.

3                   7.       The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,  
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds  
5 that Plaintiffs and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud  
6 or collusion.

7                   8.       Final Judgment is hereby entered in this action. The Final Judgment shall  
8 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge  
9 of Defendant from all class claims alleged in the operative complaint (Case number CU0000023),  
10 including the First Amended Complaint (which includes PAGA claims), or which could have been  
11 alleged in the operative complaint based on the facts alleged, which occurred during the Class  
12 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful  
13 termination, unemployment insurance, disability, social security, workers' compensation, PAGA  
14 claims (which are separately released), and class claims outside of the Class Period. To the extent  
15 employees are required to "opt-in" to have this release be deemed effective under federal law, the  
16 acceptance and negotiation of any settlement check shall be deemed effective for that purpose.

17                  9.       Final Judgment shall also bind Plaintiffs, acting on behalf of the State of  
18 California and all PAGA Class Members, pursuant to the California Labor Code Private Attorneys'  
19 General Act ("PAGA") and shall release Defendant from all PAGA claims alleged in the First  
20 Amended Complaint and Plaintiff's March 20, 2023 PAGA notice to the LWDA which occurred  
21 during the PAGA Period, and expressly excluding all other claims, including claims for vested  
22 benefits, wrongful termination, unemployment insurance, disability, social security, workers'  
23 compensation and PAGA claims outside the PAGA Period.

24                  10.      The term "PAGA Class Members" is hereby defined all current and former  
25 non-exempt California employees who worked at Defendant at any time during the PAGA Period.  
26 The PAGA Period means the period of March 20, 2022 to June 18, 2023.

27                  11.      The Agreement is not an admission by Defendant, nor is this Final Approval  
28 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by

1 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,  
2 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an  
3 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering  
4 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
5 in any event be construed as, or deemed to be evidence of, an admission or concession with regard  
6 to the denials or defenses by Defendant and shall not be offered in evidence in any action or  
7 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose  
8 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and  
9 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,  
10 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and  
11 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the  
12 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim  
13 or issue preclusion or similar defense as to the claims being released by the Settlement.

14               12. Notice of entry of this Final Approval Order and Judgment shall be given to  
15 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice  
16 of entry of this Final Approval Order and Judgment to individual Class Members and the Final  
17 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated  
18 in the Notice Packet.

19               13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
20 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
21 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
22 connection with the distribution of settlement benefits.

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1           14.     If the Settlement does not become final and effective in accordance with the  
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,  
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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6           **IT IS SO ORDERED.**

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8 DATED: \_\_\_\_\_, 2024

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11 Hon. S. Robert Tice-Raskin  
12 Judge, Superior Court for the State of California,  
13 County of Nevada  
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