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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

LAGERALD WEBB, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SERVICE FIRST OF NORTHERN
CALIFORNIA, a California corporation, and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV- UOE-2022-0007604

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: November 22, 2024
Time: 9:00 a.m.

Judge: Hon. Barbara Kronlund
Dept.: 10D

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims and fully executed Amendment No. 1 to Stipulation
3 of Class and PAGA Action Claims and Release of Claims thereto (collectively "Agreement") and
4 Motion for Attorneys' Fees, Attorneys' Expenses, and Service Award duly came on for hearing on
5 November 22, 2024, before the above-entitled Court. Zakay Law Group, APLC, and the JCL Law
6 Firm, APC, appeared on behalf of Plaintiff LAGERALD WEBB ("Plaintiff"). Kroloff, Belcher,
7 Smart, Perry & Christopherson appeared on behalf of Defendant SERVICE FIRST OF
8 NORTHERN CALIFORNIA. ("Defendant").

9 **I. 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 San Joaquin ("Court"), Case No. STK-CV-
16 UOE-2022-0007604, entitled *Webb v. Service First of Northern California* and over all Parties to
17 this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On February 7, 2024, the Court granted preliminary approval of a class-
20 wide settlement. At this same time the court approved certification of a provisional settlement
21 class for settlement purposes only.

22 4. On June 17, 2024, the Court amended the preliminary approval order to
23 account for the increased Gross Settlement Amount of \$220,892.07 and the increased Attorneys'
24 Fees of \$73,630.69. At this same time the court approved certification of a provisional settlement
25 class for settlement purposes only. The Court confirms this Order and finally approves the
26 settlement and the certification of the Class.

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1 **Notice to the Class**

2 5. In compliance with the Preliminary Approval Order and the Amended
3 Preliminary Approval Order, the Notice Packet was mailed by first class mail to the Class
4 Members at their last known addresses on August 13, 2024. Mailing of the Notice Packet to their
5 last known addresses was the best notice practicable under the circumstances and was reasonably
6 calculated to communicate actual notice of the litigation and the proposed settlement to the
7 members of the Class Members. The Court finds that the Notice Packet provided fully satisfies the
8 requirements of California Rules of Court, rule 3.769.

9 6. The Response Deadline for opting out or objecting was September 27,
10 2024. There was an adequate interval between notice and deadline to permit Class Members to
11 choose what to do and act on their decision. No Class Members objected. One Class Member
12 requested exclusion.

13 **Fairness of the Settlement**

14 7. The Agreement provides for a Gross Settlement Amount of \$220,892.07.
15 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
16 Cal.App.4th 1794, 1801.)

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

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

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

25 d. No objections were received. One request for exclusion was
26 received.

27 e. The participation rate is high. 99.8% of Class Members will be
28 participating in the Settlement and will be sent settlement payments.

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

6 9. The Agreement is finally approved as fair, adequate, and reasonable and in
7 the best interests of the Settlement Class Members.

8 **PAGA Penalties**

9 10. The Agreement provides for a payment of PAGA Penalties in the amount of
10 \$20,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
11 Penalties and the allocation of \$15,000 to LWDA and \$5,000 of the PAGA Penalties to Aggrieved
12 Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco*
13 *USA, Inc.* (2021) 72 Cal.App.5th 56.

14 **Attorneys' Fees and Attorneys' Expenses**

15 11. The Agreement provides for a payment of Attorneys' Fees and Attorneys'
16 Expenses in the amount of up to Ninety-Eight Thousand, Six Hundred and Thirty Dollars and
17 Sixty-Nine Cents (\$98,630.69). Subject to Court approval, the Attorneys' Fees and Attorneys'
18 Expenses consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or
19 Seventy-Three Thousand, Six Hundred Thirty Dollars and Sixty-Nine Cents (\$73,630.69) and
20 reimbursement of costs and expenses in the amount of Eleven Thousand, Seven Hundred Nineteen
21 Dollars and Fifty-Eight Cents (\$11,719.58).

22 12. A payment of Attorneys' Fees and Attorneys' Expenses of Eighty Five
23 Thousand, Three Hundred Fifty Dollars and Twenty-Seven Cents (\$85,350.27) comprised of
24 attorneys' fees in the amount of Seventy-Three Thousand, Six Hundred Thirty Dollars and Sixty-
25 Nine Cents (\$73,630.69) and reimbursement of costs and expenses in the amount of Eleven
26 Thousand, Seven Hundred Nineteen Dollars and Fifty-Eight Cents (\$11,719.58) is reasonable in
27 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
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1 results achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the
2 common fund, which is reasonable, and is supported by Class Counsel's lodestar.

3 **Service Award**

4 13. The Agreement provides for a Service Award of up to Ten Thousand
5 Dollars for Plaintiff, Lagerald Webb, subject to the Court's approval. The Court finds these
6 amounts to be reasonable in light of the risks and burdens undertaken by Plaintiff in this class
7 action litigation.

8 **Claims Administration Expenses**

9 14. The Agreement provides for Claims Administration Expenses to be paid in
10 an amount not to exceed \$10,000. This amount of this payment is reasonable in light of the work
11 performed by the Claims Administrator.

12 **II. ORDERS**

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

14 15. The Class is certified for the purposes of settlement only. The Settlement
15 Class is hereby defined to include:

16 All non-exempt employees who are or previously were employed by Defendant and
17 performed work in California during period from August 30, 2018, through
18 December 22, 2023.

19 16. There are 428 members of the Class. Every person in the Class who did not
20 opt out is a Settlement Class Member. After providing Notice to the Class, there is one opt-out to
21 the Settlement.

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

25 18. Defendant shall fully fund the Gross Settlement Amount on the Funding
26 Date. In exchange the Class Members shall release the "Released Parties" from the "Released
27 Class Claims" and the "Aggrieved Employees" shall release the "Released Parties" from the
28 "Released PAGA Claims."

- 1 a. The “Released Parties” means Defendant.
- 2 b. The “Released Class Claims” are defined as all class claims alleged,
3 or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the
4 Action which occurred during the Class Period, and expressly excluding all other claims,
5 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
6 social security, workers' compensation, and class claims outside of the Class Period.
- 7 c. The “Aggrieved Employees” are defined as all non-exempt
8 employees who are or previously were employed by Defendant and performed work in California
9 during the PAGA Period. The PAGA Period is defined as the period from June 22, 2021, through
10 December 22, 2023.
- 11 d. The “Released PAGA Claims” are defined as all PAGA claims
12 alleged in the Operative Complaint in the Action and Plaintiffs PAGA notice to the LWDA which
13 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
14 vested benefits, wrongful termination, unemployment insurance, disability, social security,
15 workers' compensation, and PAGA claims outside of the PAGA Period.
- 16 19. Class Counsel are awarded Attorneys’ Fees and Attorneys’ Expenses in the
17 amount of \$85,350.27 comprised of attorneys’ fees in the amount of Seventy-Three Thousand, Six
18 Hundred Thirty Dollars and Sixty-Nine Cents (\$73,630.69) and reimbursement of costs and
19 expenses in the amount of Eleven Thousand, Seven Hundred Nineteen Dollars and Fifty-Eight
20 Cents (\$11,719.58). Class Counsel shall not seek or obtain any other compensation or
21 reimbursement from Defendant, Plaintiff, or members of the Class.
- 22 20. The payment of the Service Award to the Plaintiff in the amount of
23 \$10,000.00 is approved.
- 24 21. The payment of \$10,000.00 to the Claims Administrator for Claims
25 Administration Expenses is approved.
- 26 22. The PAGA Penalties of \$20,000.00 is hereby approved as fair, reasonable,
27 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
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1 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
2 fraud or collusion.

3 23. Final Judgment is hereby entered in this Action. The Final Judgment shall
4 bind each Class Member.

5 24. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
6 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
7 Act ("PAGA").

8 25. The Court further finds and determines that Class Counsel satisfied
9 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of
10 claims arising under the Private Attorney General Act ("PAGA") on January 12, 2024.

11 26. The Court orders Class Counsel to comply with California Labor Code §
12 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
13 Court's entry of this Order.

14 27. The Agreement is not an admission by Defendant, nor is this Final
15 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
16 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
17 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
18 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
19 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
20 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
21 concession with regard to the denials or defenses by Defendant and shall not be offered in
22 evidence in any action or proceeding against Defendant in any court, administrative agency or
23 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
24 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
25 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
26 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
27 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
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1 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
2 claims being released by the Settlement.

3 28. Notice of entry of this Final Approval Order and Judgment shall be given to
4 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
5 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
6 Final Approval Order and Judgment shall be posted on Claims Administrator's website as
7 indicated in the Notice Packet.

8 29. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

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

17 **IT IS SO ORDERED.**

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19 Date: _____, 2024

20 JUDGE OF THE SUPERIOR COURT
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