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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

PERLA GONZALES, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CM SCHOOL SUPPLY, INC., a California
corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. CIVSB2133207

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: January 14, 2025
Time: 8:30 a.m.

Judge: Hon. Christian Towns
Department: S-26

1 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion") to
2 finally approve the Stipulation of Settlement of Class and PAGA Action Claims and Release of
3 Claims ("Agreement") duly came on for hearing on January 14, 2025, before the above-entitled
4 Court. Zakay Law Group, APLC, and the JCL Law Firm, APC appeared on behalf of Plaintiff
5 PERLA GONZALES ("Plaintiff"). Carlson & Jayakumar LLP appeared on behalf of Defendant CM
6 SCHOOL SUPPLY, INC., (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

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

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Bernardino ("Court"), Case No.
15 CIVSB2133207, entitled *Perla Gonzales v. CM School Supply, Inc.*, and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On September 10, 2024, the Court granted preliminary approval of a class-
19 wide settlement. At this same time, the court approved conditional certification of a provisional
20 settlement class for settlement purposes only. The Court confirms this Order and finally approves
21 the settlement and the certification of the Class for settlement purposes only.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on October 1, 2024.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was November 15, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion. As a result, 100% of the Class Members will be included in the Settlement Class and
5 will be sent an Individual Settlement Payment.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$300,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

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

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

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

18 d. The percentage of objectors and requests for exclusion is zero. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is unanimous. 100% of Class Members will be
21 included in the Settlement Class and will be sent an Individual Settlement Payment.

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

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Class Members and Aggrieved Employees.

3 **PAGA Penalties Payment**

4 9. The Agreement provides for a PAGA Penalties payment in the amount of
5 \$10,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
6 Penalties and the allocation of \$7,500.00 to the LWDA and \$2,500.00 to the Aggrieved Employees
7 is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56.

9 **Class Counsel Award**

10 10. The Agreement provides for a Class Counsel award in the amount of up to
11 One Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000.00). Subject to Court
12 approval, the award consists of Attorneys' Fees equal to one-third (1/3) of the Gross Settlement
13 Amount, or One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and reimbursement of
14 Attorneys' Expenses in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

15 11. An award to Class Counsel of One Hundred and Twenty Thousand Dollars
16 and Zero Cents (\$120,000.00), which is comprised of Attorneys' Fees in the amount of One Hundred
17 Thousand Dollars and Zero Cents (\$100,000.00), and reimbursement of actually incurred Attorneys'
18 Expenses in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) is reasonable in
19 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
20 results achieved by Class Counsel. The requested Attorneys' Fees award represents 1/3 of the Gross
21 Settlement Amount, which is reasonable and at the low end of the range for fee awards in common
22 fund cases and is supported by Class Counsel's lodestar.

23 **Enhancement Award**

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

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1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$5,500.00. The Declaration of the Settlement Administrator provides that
4 the actual claims administration expenses were \$5,500.00. 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 “Class” or
10 “Class Members” is hereby defined to include all non-exempt employees who are or previously
11 were employed by Defendant and performed work in California during Class Period. The “Class
12 Period” is defined as the period of December 1, 2017 through January 23, 2024.

13 2. There are 176 members of the Settlement Class. The “Settlement Class” or
14 “Settlement Class Members” means all Class Members who did not submit a timely and valid
15 request for exclusion as provided in the Agreement. The Court finds, based on the declaration of the
16 Settlement Administrator, zero Class Members requested to be excluded from the Settlement Class.

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

20 4. Class Counsel are awarded One Hundred and Twenty Thousand Dollars and
21 Zero Cents (\$120,000.00), which is comprised of Attorneys’ Fees in the amount of one-third of the
22 Gross Settlement Amount, or One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and
23 Attorneys’ Expenses in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class
24 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
25 Plaintiff, or members of the Class.

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

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1 6. The payment of \$5,500.00 to the Settlement Administrator for Settlement
2 Administration Costs is approved.

3 7. The PAGA Penalties allocation of \$10,000.00 is hereby approved as fair,
4 reasonable, adequate and adequately protects the interests of the Aggrieved Employees, the public
5 and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA
6 Penalties at arms-length, absent of any fraud 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 that were alleged, or reasonably could have been alleged in the
10 operative complaint in the Action, which occurred during the Class Period, and expressly excluding
11 all other claims, including claims for vested benefits, wrongful termination, unemployment
12 insurance, disability, social security, workers' compensation, and class claims outside the Class
13 Period.

14 9. Final Judgment shall also bind Plaintiff, the Labor and Workforce
15 Development Agency ("LWDA"), and the State of California and shall release Defendant from all
16 PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA Notice to the
17 LWDA which occurred during the PAGA Period, and expressly excluding all other claims,
18 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
19 social security, workers' compensation, and PAGA claims outside the PAGA Period.

20 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
21 employees who are or previously were employed by Defendant and performed work in California
22 during the PAGA Period. The PAGA Period means the period of September 24, 2020, through
23 January 23, 2024.

24 11. The Agreement is not an admission by Defendant, nor is this Final Approval
25 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
26 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
27 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
28 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering

1 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
2 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
3 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
4 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
5 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
6 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
7 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
8 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
9 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
10 or issue preclusion or similar defense as to the claims being released by the Settlement.

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

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

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

24 **IT IS SO ORDERED.**

25
26 DATED: _____, 2025

27 Hon. Christian Towns
28 Judge, Superior Court for the State of California,
County of San Bernardino