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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CRUZ

CRISTAL RODRIGUEZ, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

vs.

EAH INC. a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. 21CV00884

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

Date: July 13, 2023

Time: 8:30 a.m.

Judge: Hon. Marjorie Carter

Dept.: 10

1 Plaintiff's motion for an order finally approving the Stipulation of Class and PAGA Action
2 Settlement Claims and Release of Claims and First Amendment to Stipulation of Class and PAGA
3 Action Settlement Claims and Release of Claims (hereinafter collectively "Agreement") and
4 Motion for Attorneys' Fees, Attorneys' Expenses and Enhancement Award duly came on for
5 hearing on July 13, 2023, before the above-entitled Court. The JCL Law Firm, APC, and Zakay
6 Law Group, APLC, appeared on behalf of Plaintiff CRISTAL RODRIGUEZ ("Plaintiff"). Pahl &
7 McCay appeared on behalf of Defendant EAH INC. ("Defendant").

8 The Court, having received and carefully considering the Agreement, the supporting
9 papers filed by the Parties, the evidence and argument received by the Court in conjunction with
10 the unopposed Motion for Preliminary Approval and the instant Motion for an Order Granting
11 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
12 Settlement and **HEREBY ORDERS THE FOLLOWING:**

13 1. All capitalized terms used herein shall have the same meaning as defined in the
14 Agreement which was attached to the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit "A".

15 2. Pursuant to the Order Granting Preliminary Approval, the Notice Packet and
16 Hearing Date for Court Approval was sent to each Settlement Class Member by first-class mail.
17 These papers informed the Settlement Class Members of the terms of the Settlement, and of (a)
18 their right to receive an Individual Settlement Shares, (b) their right to comment on or object to
19 the Settlement, (c) their right to request exclusion from the Settlement and pursue their own
20 remedies, and (d) their right to appear in person or by counsel at the final approval hearing and to
21 be heard regarding approval of the Settlement. Adequate periods of time were provided by each
22 of these procedures.

23 3. The Settlement Provides for Gross Settlement Amount of One Million Four
24 Hundred Fifty Thousand Dollars and Zero Cents (\$1,450,000.00). The Court find the Gross
25 Settlement Amount as fair, reasonable and, moreover, entitled to a presumption of fairness.
26 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The settlement was reached
27 through arms-length bargaining between the parties. There is no evidence of any collusion
28 between the parties in reaching the proposed settlement. The Parites' investigation and discovery

1 have been sufficient to allow the Court and counsel to act intelligently. Counsel for all parties are
2 experienced in similar employment class action litigation and have previously settled similar
3 class claims on behalf of employees claiming compensation. All counsel recommended approval
4 of the Settlement.

5 4. Following the conclusion of the Notice Period, the Settlement Administrator
6 reports that it received *zero written objections* to the Settlement and four (4) written Requests for
7 Exclusion from the Settlement.

8 5. The Court finds and determines that the notice procedure afforded adequate
9 protections to the Settlement Class and provides the basis for the Court to make an informed
10 decision regarding approval of the Settlement based on the responses of the Settlement Class. The
11 Court finds and determines that the notice provided in this case was the best notice practicable,
12 which satisfied the requirements of law and due process.

13 6. With respect to the Settlement Class and for purposes of approving this Settlement
14 only, this Court finds and concludes that: (a) the members of the Settlement Class are
15 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
16 questions of law or fact common to the Settlement Class, and there is a well-defined community
17 of interest among the Settlement Class with respect to the subject matter of the Action; (c) the
18 claims of Class Representative CRISTAL RODRIGUEZ are typical of the claims of the
19 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
20 the Settlement Class; (e) a class action is superior to other available methods for an efficient
21 adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,
22 Jean-Claude Lapuyade, Esq. of the JCL LAW FIRM, APC and Shani O. Zakay, Esq., of the
23 Zakay Law Group, APLC (hereinafter collectively “Class Counsel”), are qualified to serve as
24 counsel for the Class Representative and the Settlement Class.

25 7. The Court certifies the Class, as that term is defined in and by the terms of the
26 Settlement Agreement as follows:

27 “All non-exempt employees who are or previously were
28 employed by Defendant and performed work in California

1 during the Class Period (April 5, 2017, to November 18,
2 2022) who have no submitted a timely and valid request for
3 exclusion.”

4 8. There are 951 members of the Class. Every person in the Class who did not opt out
5 is a Settlement Class Member. There are four (4) opt-outs to the Settlement leaving 947
6 members of the Settlement Class. The names of the Class Members that opted out of the
7 Settlement are as follows:

- 8 a. Alejandro Nava
- 9 b. Frederick Schroeter
- 10 c. Mauricio Villa Arroyo
- 11 d. Lillie Wong

12 9. The Court deems the definition of Settlement Class Members sufficient for
13 purposes of California Rule of Court 3.765(a).

14 10. The Aggrieved Employees shall be defined as follows:

15 “All non-exempt employees who are or previously were
16 employed by Defendant and performed work in California
17 during the PAGA Period (April 5, 2020, to November
18 18, 2022).”

19 11. Upon the funding the Gross Settlement Amount, Defendant shall be entitled to a
20 release of the Released Class Claims from the Settlement Class Members. The Released Class
21 Claims shall mean, “all class claims alleged in the operative complaint which occurred during the
22 Class Period, and expressly excluding all other claims, including claims for vested benefits,
23 wrongful termination, unemployment insurance, disability, social security, workers
24 compensation, and class claims outside the Class Period.”

25 12. Upon funding the Gross Settlement Amount, Defendant shall be entitled to a
26 release of the Released PAGA Claims from the Aggrieved Employees. The Released PAGA
27 Claims shall mean “all claims for civil penalties arising under Plaintiff’s PAGA claims alleged in
28 the operative complaint and Plaintiff’s April 5, 2021 Notice to the LWDA which occurred during

1 the PAGA Period, and excluding all other claims for vested benefits, wrongful termination,
2 unemployment insurance, disability, social security, workers compensation, and class claims
3 outside the PAGA Period.”

4 13. ‘The Court hereby confirms Jean-Claude Lapuyade, Esq., of the JCL LAW FIRM,
5 APC (“JCL”) and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel.

6 14. The Court hereby confirms plaintiff CRISTAL RODRIGUEZ as the Class
7 Representative in this Action.

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

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

22 17. The Court further finds and determines that Class Counsel satisfied California
23 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims
24 arising under the Private Attorney General Act (“PAGA”) on March 3, 2023, and again on June
25 15, 2023.

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

1 19. The Court finds and determines that the Individual Settlement Payments to be paid
2 to each member of the Settlement Class as provided for by the Settlement are fair and reasonable.
3 The Court hereby grants final approval to and orders the payment of those amounts be made to
4 the participating Settlement Class Members in accordance with the Settlement Agreement.

5 20. The Court finds and determines that the PAGA Penalties for settlement of the
6 asserted PAGA Claims, in the amount of Eighty-Thousand Dollars and Zero Cents (\$80,000.00)
7 is fair, reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56. The order the PAGA Penalties to be allocated and paid by the
9 Settlement Administrator 75% (\$60,000.00) to the LWDA and the remaining 25% (\$20,000.00)
10 to the Aggrieved Employees and disbursed in accordance with the terms of the Agreement.

11 21. The Court finds and determines that the Administration Costs for the Settlement
12 Administrators costs and fees in administering the Settlement in the amount of \$8,500.00, are
13 fair and reasonable. The Court hereby grants final approval to and orders that the payment of that
14 amount in accordance with the Settlement.

15 22. The Court finds and determines the Enhancement Award in the sum of \$10,000.00
16 to the Class Representative is fair and reasonable. The Court hereby orders the Administrator to
17 make this payment to the Class Representative in accordance with the terms of the Settlement
18 Agreement.

19 23. Pursuant to the terms of the Settlement, and the authorities, evidence and
20 arguments submitted by Class Counsel, the Court hereby awards Attorneys' Fees in the total sum
21 of **\$483,333.33**. The Court finds the Attorneys' Fees to be fair and reasonable considering the
22 contingent nature of the representation, the risks assumed in pursuing the litigation, the result
23 achieved for the Settlement Class, and is further found reasonable in light of Class Counsel's
24 loadstar. The Attorneys' fees are to be allocated 50% to the JCL Law Firm, APC, and 50% to the
25 Zakay Law Group, APLC. The Court hereby orders the Settlement Administrator to make these
26 payments in accordance with the terms of the Settlement Agreement.

27 24. Pursuant to the terms of the Settlement, and the authorities, evidence and
28 arguments submitted by Class Counsel, the Court hereby awards Attorneys' Expenses in the total

1 sum of \$30,000.00 for Class Counsels' actually incurred litigation expenses. The Court finds the
2 Attorneys' Expenses to be fair and reasonable considering the contingent nature of the
3 representation, the risks assumed in pursuing the litigation, the result achieved for the Settlement
4 Class, and are of the type of expenses normally charged to paying clients including the following:
5 filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs,
6 which were all incurred during, and were necessary for the successful prosecution of the litigation
7 and, thus, should be reimbursed.

8 25. Without affecting the finality of this order or the entry of judgment in any way, the
9 Court retains jurisdiction of all matters relating to the interpretation, administration,
10 implementation, effectuation, and enforcement of this order and the Settlement.

11 26. Neither Defendant nor any related persons or entities shall have any further liability
12 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
13 as provided for by the Settlement Agreement.

14 27. Neither the making of the Settlement Agreement nor the entry into the Settlement
15 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of
16 any claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a
17 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
18 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
19 construed as an admission or concession by or against Defendant or any related person or entity.

20 28. Nothing in this order shall preclude any action to enforce the Parties' obligations
21 under the Settlement or under this order, including the requirement that Defendants make
22 payments to the participating Settlement Class members in accordance with the Settlement.

23 29. Upon completion of administration of the Settlement, the Settlement Administrator
24 will provide written certification of such completion to the Court and counsel for the Parties
25 which shall be filed with the Court five (5) court days before the non-appearance compliance
26 hearing set for _____, 2024 at _____ a.m., in Dept. 10.

27 30. The Court hereby enters final judgment in accordance with the terms of the
28 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement

1 granted on March 29, 2023, and this order.

2 31. The Parties will bear their own costs and attorneys' fees except as otherwise
3 provided by this Court's Order awarding Class Counsels' Attorneys' Fees and Costs.

4 32. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
6 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

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

12 33. Accordingly, the motions for Final Approval of Class Action Settlement and, Class
13 Counsels' Attorneys' Fees and Attorneys' Expenses, and Enhancement Award are GRANTED
14 and the corresponding Judgment filed with the motion shall be ENTERED.

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16 IT IS SO ORDERED.

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18 Date: _____, 2023

19 JUDGE OF THE SUPERIOR COURT
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