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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAREN TRUELLE and ANTHONY
BROUSSARD, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CHILDREN OF THE RAINBOW, INC., a
California corporation, and DOES 1-50,
Inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

1/29/2025 7:23:32 PM

Clerk of the Superior Court
By B. Montijo, Deputy Clerk

Case No. 37-2022-00034860-CU-OE-CTL [Lead]
Case No. 37-2023-00006660-CU-OE-CTL

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: December 13, 2024
Time: 8:30 a.m.

Judge: Hon. Robert Longstreth
Department: C-65

Trial Date: N/A
Action Filed: August 30, 2022

1 Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims ("Agreement") and for Class Counsel Award and Class
3 Representative Service Award duly came on for hearing on December 13, 2024, before the above-
4 entitled Court. Haines Law Group, APC, Zakay Law Group, APLC, and the JCL Law Firm, APC
5 appeared on behalf of Plaintiffs KAREN TRUDELLER and ANTHONY BROUSSARD
6 ("Plaintiffs"). Klinedinst, PC appeared on behalf of Defendant CHILDREN OF THE RAINBOW,
7 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 San Diego ("Court"), Case No. 37-2022-
16 00034860-CU-OE-CTL, entitled *Trudelle v. Children of the Rainbow, Inc.*, and over all Parties to
17 this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On July 1, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 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 July 29, 2024.
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
28

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 October 28, 2024.
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. No Class Members requested
6 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
7 Individual Settlement Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$240,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

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

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

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

20 d. The percentage of objectors and requests for exclusion is small. No
21 objections were received. No requests for exclusion were received.

22 e. The participation rate is high. 100% of Class Members will be
23 participating in the Settlement and will be sent settlement payments.

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

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

3 **Class Counsel Award**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00). Subject to Court approval, the
6 award consists of Attorneys' Fees equal to one-third (1/3) of the Gross Settlement Amount, or
7 Eighty Thousand Dollars and Zero Cents (\$80,000.00) and reimbursement of Attorneys' Expenses
8 in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

9 10. An award to Class Counsel of up to One Hundred Five Thousand Dollars and
10 Zero Cents (\$105,000.00) comprised of Attorneys' Fees in the amount of Eighty Thousand Dollars
11 and Zero Cents (\$80,000.00) and reimbursement of actually incurred Attorneys' Expenses in the
12 amount of Sixteen Thousand Eight Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$16,858.26)
13 is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
14 Counsel, and the results achieved by Class Counsel. The requested Attorneys' Fees award
15 represents 1/3 of the common fund, which is reasonable and at the low end of the range for fee
16 ~~awards in common fund cases~~ and is supported by Class Counsel's lodestar. 

17 **Class Representative Service Award**

18 11. The Agreement provides for the Class Representatives Service Awards of
19 Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval.
20 The Court finds that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to each
21 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class
22 action litigation.

23 **Claims Administration Expenses**

24 12. The Agreement provides for Settlement Administration Costs to be paid in
25 an amount not to exceed \$5,500.00. The Declaration of the Settlement Administrator provides that
26 the actual claims administration expenses were \$5,500.00. The amount of this payment is
27 reasonable in light of the work performed by the Settlement Administrator.

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1 II.

2 ORDERS

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

4 1. The Class is certified for the purposes of settlement only. The Settlement
5 Class is hereby defined to include all current and former non-exempt employees who worked at any
6 time for Defendant in California ("Class") from August 30, 2018 to June 30, 2023 ("Class Period").

7 2. Every person in the Class who did not submit and timely and validly Request
8 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
9 Settlement Administrator, none of the Class Members opted-out of the Settlement.

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

13 4. Class Counsel are awarded Ninety-Six Thousand Eight Hundred and Fifty
14 Eight Dollars and Twenty Six Cents (\$96,858.26) comprised of Attorneys' Fees in the amount of
15 one-third of the Gross Settlement Amount, or Eighty Thousand Dollars and Zero Cents
16 (\$80,000.00), ~~divided as follows: \$20,000.00 (equivalent to 25% of the total fee award) to JCL Law~~
17 ~~Firm, APC, \$20,000.00 (equivalent to 25% of the total fee award) to Zakay Law Group, APLC, and~~
18 ~~\$40,000.00 (equivalent to 50% of the total fee award) to Haines Law Group, APC, and Attorneys'~~ *and Attorneys'*
19 Expenses in the amount of Sixteen Thousand Eight Hundred Fifty-Eight Dollars and Twenty-Six
20 Cents (\$16,858.26), divided as follows: \$4,778.42 to JCL Law Firm, APC, \$6,174.32 to Zakay Law
21 Group, APLC, and \$5,905.52 to Haines Law Group, APC. Class Counsel shall not seek or obtain
22 any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

23 5. The payment of the Class Representative Service Awards to the Plaintiffs in
24 the amount of \$5,000.00 each is approved.

25 6. The payment of \$5,500.00 to the Settlement Administrator for Claims
26 Administration Expenses is approved.

27 7. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
28 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
2 or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
5 of Defendant from all class claims that were or reasonably could have been alleged in the operative
6 complaints, which occurred during the Class Period, and expressly excluding all other claims,
7 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
8 social security, workers' compensation, and class claims outside of the Class Period.

9 9. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
10 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
11 General Act ("PAGA") and shall release Defendant from all PAGA claims that were or reasonably
12 could have been alleged in the operative complaints and Plaintiffs' PAGA Notices to the LWDA
13 which occurred during the PAGA Period, and expressly excluding all other claims, including claims
14 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
15 workers' compensation, and PAGA claims outside of the PAGA Period.

16 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
17 employees who are or previously were employed by Defendant and performed work in California.
18 The PAGA Period means the period between July 28, 2021 to June 30, 2023.

19 11. The Agreement is not an admission by Defendant, nor is this Final Approval
20 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
21 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
22 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
23 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
24 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
25 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
26 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
27 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
28 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and

1 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
2 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
3 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
4 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
5 or issue preclusion or similar defense as to the claims being released by the Settlement.

6 12. Notice of entry of this Final Approval Order and Judgment shall be given to
7 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice
8 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
9 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
10 in the Notice Packet.

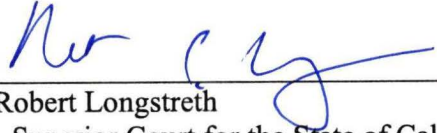
11 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
12 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
13 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
14 connection with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

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

19 15. The court sets a compliance hearing regarding the status of funding of the
20 settlement for January 9, 2026 at 8:30 a.m. Plaintiffs are to file a declaration from the administrator
21 on or before December 30, 2025.

22 **IT IS SO ORDERED.**

23 DATED: 1/29/25
24

25 
26 Hon. Robert Longstreth
27 Judge, Superior Court for the State of California,
28 County of San Diego