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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

JAMAL SHABAZZ and JOSEPH
CASTANEDA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MANN & COMPANY, INC., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. 22CV02669

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: January 29, 2025
Time: 9:00 a.m.

Judge: Hon. Tamara Mosbarger
Dept.: 1

1 Plaintiffs’ motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement (“Agreement”) and Motion for Attorneys’ Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on January 29, 2025, before the above-entitled
4 Court. JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiffs
5 JAMAL SHABAZZ and JOSEPH CASTANEDA (“Plaintiffs”). Hansra Cardenas LLP appeared
6 on behalf of Defendant Mann & Company, Inc. hereinafter “Defendant”).

7 **I. FINDINGS**

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

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

12 2. This Court has jurisdiction over the subject matter of this litigation pending
13 in the California Superior Court for the County of Butte (“Court”), Case No. 22CV02669, entitled
14 *Jamal Shabazz, et al. v. Mann & Company, Inc.* and over all Parties to this litigation, including the
15 Class.

16 **Preliminary Approval of the Settlement**

17 3. On September 25, 2024, the Court granted preliminary approval of a class-
18 wide settlement. At this same time the court approved certification of a provisional settlement
19 class for settlement purposes only. The Court confirms this Order and finally approves the
20 settlement and the certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Notice Packet was
23 mailed by first class mail to the Class Members at their last known addresses on October 16, 2024.
24 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
25 the circumstances and was reasonably calculated to communicate actual notice of the litigation
26 and the proposed settlement to the members of the Class Members. The Court finds that the
27 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

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1 5. The Response Deadline for opting out or objecting was November 30, 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.

5 **Fairness Of the Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$750,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

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

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

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

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

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

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$30,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$22,500.00 (75% of the PAGA Payment) to the LWDA and
5 \$7,500.00 (25% of the PAGA Payment) to the Aggrieved Employees is fair and reasonable and
6 complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Costs**

8 10. The Agreement provides for a payment of Attorneys' Fees and Litigation
9 Costs in the amount of up to Two Hundred Seventy-Five Thousand Dollars and Zero Cents
10 (\$275,000.00). Subject to Court approval, the Attorneys' Fees and Litigation Costs consists of
11 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Two Hundred Fifty
12 Thousand Dollars and Zero Cents (\$250,000.00) and reimbursement of costs and expenses in the
13 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

14 11. A payment of Attorneys' Fees and Litigation Costs of Two Hundred
15 Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) comprised of attorneys' fees in the
16 amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) and
17 reimbursement of costs and expenses in the amount of Twenty-Five Thousand Dollars and Zero
18 Cents (\$25,000.00) is reasonable in light of the contingent nature of Class Counsel's fee, the hours
19 worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee
20 award represents 1/3 of the common fund, which is reasonable, and is supported by Class
21 Counsel's lodestar.

22 **Class Representative Payment**

23 12. The Agreement provides for Class Representative Payments of up to Ten
24 Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, Jamal Shabazz and Joseph
25 Castaneda, subject to the Court's approval. The Court finds that the amount of Ten Thousand
26 Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in light of the risks and
27 burdens undertaken by the Plaintiffs in this class action litigation.

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1 **Administration Expenses Payment**

2 13. The Agreement provides for Administration Expenses Payment to be paid
3 in an amount not to exceed \$14,500.00. The Declaration of the Administrator provides that the
4 actual claims administration expenses were \$14,500.00. The amount of this payment is reasonable
5 in light of the work performed by the Administrator.

6 **II. ORDERS**

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

8 1. The Class is certified for the purposes of settlement only. The Settlement
9 Class is hereby defined to include:

10 All persons who are or previously were employed by Man & Company, Inc. in
11 California and classified as non-exempt employees at any time during the period
12 beginning November 14, 2018, to February 15, 2024.

13 2. There are 1,026 members of the Class. Every person in the Class who did
14 not opt out is a Participating Class Member. After providing Notice to the Class, there are zero
15 opt-outs to the Settlement.

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. Defendant shall fully fund the Gross Settlement Amount on the Funding
20 Dates. In exchange, the Class Members shall release the “Released Parties” from the “Released
21 Class Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the
22 “Released PAGA Claims.”

23 a. “Released Parties” means Defendant and their attorneys, insurers,
24 brands, concepts, parents, affiliates, subsidiaries, successors, assigns, current and former
25 employees, agents, representatives, administrators, employee benefit plans, assigns of said entities,
26 and any individual or entity that could be jointly liable with Defendant.

27 b. “Released Class Claims” are defined as all class claims alleged, or
28 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the

1 Action which occurred during the Class Period, including but not limited to the failure to pay
2 minimum wages, the failure to pay overtime wages, the failure to provide meal periods, the failure
3 to pay meal period premium pay, the failure to provide rest periods, the failure to pay rest period
4 premium pay, the failure to pay waiting-time penalties, the failure to maintain records, the failure
5 to provide accurate itemized wage statements, the failure to reimburse, and other claims
6 whatsoever that were alleged in this case or which arise out of such facts actually pled in the
7 complaint, including without limitation all related claims for restitution and other equitable relief
8 under Business and Professions Code section 17200 et seq., conversion, liquidated damages,
9 punitive damages, penalties, statutory penalties, and expressly excluding all other claims,
10 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
11 social security, workers' compensation, and class claims outside of the Class Period.

12 c. "Aggrieved Employees" are defined as all current and former non-
13 exempt California employees employed by Defendant in California during the period of
14 September 6, 2021, through February 15, 2024 ("PAGA Period").

15 d. "Released PAGA Claims" are defined as all PAGA claims alleged in
16 the Operative Complaint in the Action and Plaintiff Jamal Shabazz's PAGA notice to the LWDA
17 which occurred during the PAGA Period, including but not limited to civil penalties under the Labor
18 Code Private Attorneys General Act of 2004 for violations of Labor Code 201, 201.3, 202, 203, 204,
19 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,
20 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and expressly excluding all other claims, including
21 claims for vested benefits, wrongful termination, unemployment insurance, disability, social security,
22 workers' compensation, and PAGA claims outside of the PAGA Period.

23 5. Class Counsel are awarded Attorneys' Fees and Litigation Costs in the
24 amount of \$275,000.00 comprised of attorneys' fees in the amount of Two Hundred Fifty
25 Thousand Dollars and Zero Cents (\$250,000) and reimbursement of costs and expenses in the
26 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel shall not
27 seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs, or members
28 of the Class.

1 6. The payment of the Service Award to the Plaintiffs in the amount of
2 \$10,000.00 to each Plaintiff is approved.

3 7. The payment of \$14,500.00 to the Administrator for the Settlement
4 Administration Costs is approved.

5 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
6 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiffs and Class Counsel negotiated the PAGA Payment at arms-length, absent of
8 any fraud or collusion.

9 9. The Net Settlement Amount available for distribution to the Settlement
10 Class Members is estimated to be \$410,500.00 and is calculated by subtracting the awarded
11 Attorneys' Fees and Litigation Costs (\$275,000.00), the Service Award (\$20,000.00 total,
12 \$10,000.00 to each Plaintiff), the Settlement Administration Costs (\$14,500.00), and the PAGA
13 Payment (\$30,000.00) from the Gross Settlement Amount (\$750,000.00).

14 10. Final Judgment is hereby entered in this action. The Final Judgment shall
15 bind each Participating Class Member.

16 11. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
17 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
18 Act ("PAGA").

19 12. The Court further finds and determines that Class Counsel satisfied
20 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
21 claims arising under the Private Attorney General Act ("PAGA") on August 28, 2024.

22 13. The Court orders Class Counsel to comply with California Labor Code §
23 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
24 Court's entry of this Order.

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

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

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

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

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1 17. 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
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

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7 **IT IS SO ORDERED.**

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9 DATED: _____, 2025

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11 _____
12 Hon. Tamara Mosbarger
13 JUDGE OF THE SUPERIOR COURT
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