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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**CARLA PURNELL and TANISHA
SLAUGHTER**, individually and on
behalf of all other similarly situated
individuals,

Plaintiffs,

vs.

**CLEARVIEW CENTERS, LLC;
1334 WESTWOOD, LLC; 2432
WALNUT LLC; 2435 GLYNDON,
LLC; QUAIN T LLC; and
MICHAEL ROY, etc.,**

Defendants.

Case No.: 2:18-cv-01172 DSF (SSx)

**FINAL APPROVAL ORDER AND
JUDGMENT**

The Court has read and considered the Motion for Final Approval of Class/Collective Action Settlement submitted by Carla Purnell and Tanisha Slaughter on behalf of themselves and the similarly situated employees of Defendants Clearview Centers, LLC; 1334, LLC; 2432 Walnut, LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy. The Court preliminarily approved the Parties' Settlement and their proposed resolution of Plaintiffs' class, collective, and representative claims on behalf of the California Class Members and FLSA Collective Members (the Settlement Class Members).

In accordance with the order granting preliminary approval, and in compliance with due process, the Settlement Administrator sent the Class Notice to

1 each California Class Member and FLSA Collective Member by first-class mail.
2 The Class Notice informed California Class Members and FLSA Collective
3 Members of the terms of the Settlement, the right to participate in the Settlement,
4 the right to object to the Settlement, the right to request exclusion and pursue their
5 own remedies, and the right to appear in person or by counsel at the hearing
6 regarding final approval of the Settlement.

7 The Court therefore orders, adjudges, and decrees that:

8 1. Initial-capitalized terms in this order shall have the same meaning as
9 assigned to them in the Settlement Agreement.

10 2. The Settlement Administrator has fulfilled its initial notice and
11 reporting duties under the Settlement Agreement.

12 3. The Class Notice: (i) was the best practicable notice under the facts and
13 circumstances of this case; (ii) was reasonably calculated to apprise California Class
14 Members and FLSA Collective Members of the pendency of the Action, their right
15 to participate in the Settlement, their right to exclude themselves from the
16 Settlement, and their right to object to, and/or appear at the Final Approval Hearing
17 for, the Settlement; and (iii) constituted due, adequate, and sufficient notice of a
18 class/collective settlement under Federal Rule of Civil Procedure 23, 29 U.S.C.
19 section 201, *et seq.*, due process, and any other applicable rules or law. Only three
20 individuals asked to exclude themselves from the Settlement, and no individuals
21 objected to the Settlement.

22 4. The notice of settlement served by Plaintiffs on the California Labor
23 and Workforce Development Agency (“LWDA”) satisfied the requirements of
24 PAGA. The LWDA has expressed no objection to the Settlement.

25 5. The notice of settlement served by Defendants on the United States and
26 applicable state attorneys general satisfies the requirements of the Class Action
27 Fairness Act. The attorneys general have expressed no objections to the Settlement.
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1 6. The terms of the Settlement are fair, reasonable, and adequate, and the
2 standards and applicable requirements for final approval of this class and collective
3 action settlement are satisfied, including the provisions of Rule 23 of the Federal
4 Rules of Civil Procedure and the provisions of 29 U.S.C. section 201, *et seq.*

5 7. The Settlement has been reached as a result of intensive, serious, and
6 non-collusive, arms-length negotiations and was achieved with the aid of an
7 experienced mediator. The Settlement was entered into in good faith as to each
8 California Settlement Class Member and FLSA Settlement Collective Member.

9 8. Counsel are experienced class action litigators and have expressed the
10 view that the Settlement is fair, reasonable, and adequate.

11 9. Taking into consideration the nature of the Plaintiffs' claims; the
12 nature of Defendants' defenses; the expense, complexity, and likely duration of
13 further litigation; and the risk of attaining and maintaining class action status
14 throughout the litigation, the amounts paid under the Settlement are fair and
15 reasonable. Moreover, the allocation of settlement proceeds among the California
16 Settlement Class Members and FLSA Settlement Collective Members is fair,
17 adequate, and reasonable. The fact that a settlement represents a compromise of the
18 Parties' respective positions rather than the result of a finding of liability at trial
19 also supports the Court's decision granting final approval.

20 10. The Court appoints Plaintiffs as representatives of, and Class Counsel
21 as counsel for, the California Settlement Class Members and the FLSA Settlement
22 Collective Members for the purpose of entering into and implementing the
23 Settlement.

24 11. The Settlement Administrator is to execute the distribution of proceeds
25 pursuant to the terms of the Settlement.

26 12. As of the Effective Date, the Plaintiffs, California Settlement Class
27 Members, and the FLSA Settlement Collective Members, and their legally
28 authorized representatives, heirs, estates, trustees, executors, administrators,

1 principals, beneficiaries, representatives, agents, assigns, and successors, and/or
2 anyone claiming through them or acting or purporting to act for them or on their
3 behalf, regardless of whether they have received actual notice of the proposed
4 Settlement, have conclusively compromised, settled, discharged, and provided: the
5 Complete and General Release (in the case of Plaintiffs); the release of California
6 Settlement Class Members' Released Claims (in the case of the California
7 Settlement Class Members); and release of FLSA Settlement Collective Members'
8 Released Claims (in the case of FLSA Settlement Collective Members who cash
9 their Individual Settlement Payments) against Defendants and the Released Parties,
10 and are bound by the provisions of the Settlement Agreement.

11 13. Payment to the California Labor and Workforce Development Agency
12 of \$7,500.00 as its share of the settlement of claims arising under the California
13 Private Attorneys General Act in this case is fair, reasonable, and adequate. That
14 amount shall be paid from the Total Settlement Amount in accordance with the
15 Settlement Agreement and this Court's orders, and there shall be no further recourse
16 for the civil penalties released under the terms of the Settlement.

17 14. The fees, expenses, and any other costs of CPT Group, Inc. in
18 administering the Settlement, in the amount of \$8,500.00, are fair and reasonable.
19 That amount shall be paid out of the Total Settlement Amount in accordance with
20 the Settlement Agreement, which shall fully, finally, and completely compensate
21 CPT Group, Inc. for all fees, expenses, and any other costs in administering the
22 Settlement.

23 15. The Court approves the payment of class representative service awards
24 in the amount of \$750.00 to each of the Named Plaintiffs (in addition to any
25 recovery they may receive as a member of one or more of the classes under the
26 Settlement and their Retaliation Claims Payments).

27 16. The Court approves the payment of Retaliation Claims Payments in the
28 amount of \$20,000.00 to each of the Plaintiffs (in addition to any recovery they may

1 receive as a member of one or more of the classes under the Settlement and their
2 class representative service awards) in exchange for their general release to
3 Defendants including their release of any retaliation claims related to their
4 termination of employment by Defendants.

5 17. The Court approves the payment of attorneys' fees to Class Counsel in
6 the amount of 25% of the Total Settlement Amount less their litigation costs, i.e.
7 \$107,647.08, and litigation costs of \$16,411.68 to be paid in the manner set forth in
8 the Settlement Agreement to the extent it is not inconsistent with this Courts orders.
9 No other attorneys or law firms shall be entitled to any award of attorneys' fees or
10 costs from Defendant in any way connected with this Action.

11 18. The Settlement Agreement and this Final Approval Order and
12 Judgment shall have *res judicata* and preclusive effect in all pending and future
13 lawsuits or other proceedings that encompass any of Plaintiffs' claims, the
14 California Settlement Class Members' Released Claims, and the FLSA Settlement
15 Collective Members' Released Claims, whether those lawsuits or proceedings are
16 maintained by or on behalf of Plaintiffs, the California Settlement Class Members,
17 and/or the FLSA Settlement Collective Members. The Settlement Agreement and
18 this Final Approval Order and Judgment shall be binding on Plaintiffs, California
19 Settlement Class Members, and FLSA Settlement Collective Members, their heirs,
20 estates, trustees, executors, administrators, principals, beneficiaries, representatives,
21 agents, assigns, and successors, and/or anyone claiming through them or acting or
22 purporting to act for them or on their behalf.

23 19. Plaintiffs, the California Settlement Class Members, and the FLSA
24 Settlement Collective Members are permanently barred from filing, commencing,
25 prosecuting, intervening in, or participating (as class members or otherwise) in any
26 other lawsuit or administrative, regulatory, arbitration, or other proceeding in any
27 jurisdiction based on the claims released in the Settlement Agreement.
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1 20. The Settlement, and any proceedings undertaken pursuant to it, may not
2 be offered, received, or construed as evidence of a presumption, concession, or an
3 admission by any Party of liability or non-liability; the certifiability or non-
4 certifiability the class and collective claims resolved by the Settlement; the
5 manageability or non-manageability of the PAGA representative claims resolved by
6 the Settlement; provided, however, that reference may be made to this Settlement in
7 such proceedings as may be necessary to effectuate the provisions of this
8 Settlement.

9 21. This Final Approval Order and Judgment shall be entered forthwith,
10 dismissing this Action with prejudice.


11 22. Without affecting the finality of the Final Approval Order and
12 Judgment, the Court retains continuing jurisdiction over Plaintiffs, Defendants, the
13 California Settlement Class Members, and the FLSA Settlement Collective
14 Members as to all matters concerning the administration, consummation, and
15 enforcement of this Settlement Agreement.

16 23. If this Order is reversed on appeal or the Settlement Agreement is
17 terminated or is not consummated for any reason, the foregoing certification of
18 claims, appointment of class representatives and appointment of class counsel shall
19 be void and of no further effect, and the parties shall be returned to the status each
20 occupied before entry of this Order without prejudice to any legal argument that any
21 of the parties might have asserted but for the Settlement.

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IT IS SO ORDERED.

DATED: May 21, 2019



Honorable Dale S. Fischer
UNITED STATES DISTRICT JUDGE