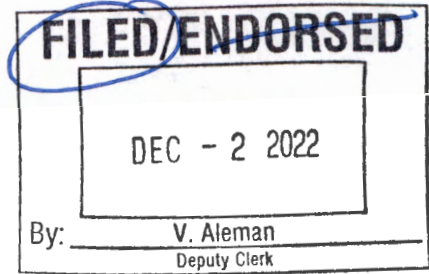


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9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SACRAMENTO

12 DONNA MARSHALL, ADAM EASTHAM,
and JIMMY AGUILAR individually, and on
13 behalf of other members of the general public
similarly situated, and as aggrieved employees
14 pursuant to the California Labor Code Private
Attorneys General Act ("PAGA"),

15 Plaintiffs,

16 vs.

17 FANEUIL, INC., a Delaware corporation; ALJ
18 REGIONAL HOLDINGS, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

19 Defendants.
20

Case No.: 34-2017-00216580-CU-OE-GDS

Assigned to the Hon. Lauri A. Damrell

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES, COSTS
AND EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: December 2, 2022**

Time: 9:00 a.m.

Place: Department 28

Complaint Filed: July 31, 2017

Trial Date: None

**Hearing set by Court. See ROA 162

BY FAX

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
4 Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Amended Joint Stipulation of Class Action Settlement and Release (collectively, "Settlement
13 Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of Jennifer Billings, Leah Turner, and Christal Ruby who opted out
26 of the Settlement Class, final approval shall be with respect to: All Persons who performed work for
27 Defendants in non-exempt, hourly-paid positions in the State of California at any time during the period
28 from July 31, 2013 to December 31, 2021.

1 11. Plaintiffs Donna Marshall, Adam Eastham, and Jimmy Aguilar are adequate and
2 suitable representatives and are hereby appointed the Class Representatives for the Settlement Class. The
3 Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
4 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of
5 the Settlement Class.

6 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
7 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
8 all claims arising out of their employment with Defendants.

9 13. The Court finds that the attorneys at Capstone Law APC have the requisite
10 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
11 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
12 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

13 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
16 Members.

17 15. The Court hereby awards \$653,333 in attorneys' fees and \$56,384.82 in costs and
18 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
19 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
20 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
21 fees via their lodestar crosscheck, and the Court finds that the rates and hours billed are fair and
22 reasonable. The Court also finds that the fee award is appropriate in light of the benefit obtained for the
23 class and the efficiency with which class counsel conducted the litigation.

24 16. The Court approves settlement administration costs and expenses in the amount of
25 \$35,500 to CPT Group, Inc.

26 17. All Class Members were given a full and fair opportunity to participate in the Approval
27 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
28 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed

1 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
2 shall be forever binding on all Participating Class Members. These Participating Class Members have
3 released and forever discharged the Released Parties for any and all Released Class Claims:

4 All claims, rights, demands, liabilities, and causes of action, reasonably arising
5 from, or related to, the same set of operative facts as those set forth in the operative
6 complaint during the Class Period, including: (i) all claims for unpaid overtime;
7 (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum
8 wages; (iv) all claims for the failure to timely pay wages upon termination based
9 on the preceding claims; (v) all claims for the failure to timely pay wages during
10 employment based on the preceding claims; (vi) all claims for the failure to
11 reimburse for necessary business expenses; (vii) all claims for the unlawful
12 discounting of wages and secret payment of lower wages; (viii) all claims for the
13 failure to provide sick leave benefits and written notice of paid sick leave benefits;
14 (ix) failure to provide safety devices and safeguards; (x) all claims for wage
15 statement violations based on the preceding claims; (xi) all claims for failure to
16 maintain employment records and/or to timely produce employment records upon
17 request; and (xii) all claims asserted through California Business & Professions
18 Code §§ 17200, *et seq.*

12 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
13 the Released Parties for any and all Released PAGA Claims: All claims asserted through California
14 Labor Code §§ 2698, *et seq.*, that arise out of or are related to the Released Class Claims during the
15 PAGA Period, with the exception of claims for PAGA civil penalties arising from or related to violations
16 of Labor Code sections 6401 and 6403.

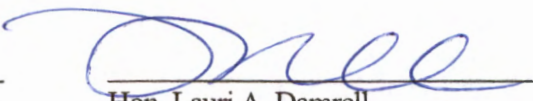
17 19. Judgment in this matter is entered in accordance with the above findings.

18 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
19 continuing jurisdiction over the above-captioned action and the parties, including all Participating
20 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

21 21. This document shall constitute a judgment (and separate document constituting said
22 judgment) for purposes of California Rules of Court, Rule 3.769(h).

23
24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25
26 Dated: 12-2-22


27 Hon. Lauri A. Damrell

28 Sacramento County Superior Court Judge