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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MICHAEL SCOTT, and HUGH HENLEY,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiff,

vs.

GOODWILL INDUSTRIES OF
SACRAMENTO VALLEY & NORTHERN
NEVADA, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 34-2017-00219819-CU-OE-GDS

Assigned to the Hon. Augustin R. Jimenez

**[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: March 24, 2023

Time: 9:00 a.m.

Place: Department 2521

Complaint Filed: September 27, 2017

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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 Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 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 Defendant or any of the other Released Parties.

25 10. With the exception of Alice Baum, Jack Biggs, Adriana Carrillo, Justin Flynn, Phyllis
26 Frye, Lewis Inouye, Loretta Johnson, Jeremiah Kingman Lowe, Vicky Marini, Cheyenne Muniz, Jaiden
27 Muniz, Jacob Paige, Abdul Painda, Cameron Powell, Kaeorn Tzeo, Ruth Upton, Reginald Vanderlick,
28 and Amy Vang, final approval shall be with respect to: All persons who worked for Defendant as a non-

1 exempt, hourly employee in California at any time from September 27, 2013 to May 20, 2019
2 (“Participating Class Members”).

3 11. Plaintiffs Michael Scott and Hugh Henley are adequate and suitable representatives and
4 are hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs’
5 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
6 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

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

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

14 14. The Court hereby awards \$750,000 in attorneys’ fees and \$50,064.39 in costs and
15 expenses to Capstone Law APC. The Court finds that the requested award of attorneys’ fees is
16 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
17 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys’
18 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are
19 fair and reasonable. The Court also finds that the fee award is appropriate in light of the benefit obtained
20 for the class and the efficiency with which class counsel conducted the litigation.

21 15. The Court approves settlement administration costs and expenses in the amount of
22 \$48,500 to CPT Group, Inc.

23 16. All Class Members were given a full and fair opportunity to participate in the Approval
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court’s Order
27 shall be forever binding on all Participating Class Members. These Participating Class Members have
28 released and forever discharged the Released Parties for any and all Released Claims:

1 All claims, rights, demands, liabilities, and causes of action, arising from, or related
2 to, the same set of operative facts as those set forth in the operative complaint,
3 including, but not limited to: (i) all claims for unpaid overtime; (ii) all claims for
4 meal and rest break violations; (iii) all claims for unpaid minimum wages; (iii) all
5 claims for the failure to reimburse for business expenses; (iv) all claims for failure
6 to pay required wages for split shifts; (v) all claims for the failure to timely pay
wages upon termination based on the preceding claims; (vi) all claims for the
failure to timely pay wages during employment based on the preceding claims;
(vii) all claims for wage statement violations and the failure to maintain payroll
records based on the preceding claims; and (viii) all claims asserted through
California Business & Professions Code §§ 17200, *et seq.*

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

8 18. Pursuant to Cal. Civ. Proc. Code section 664.6, and without affecting the finality of the
9 Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action
10 and the parties, including all Participating Settlement Members, for purposes of enforcing the terms of
11 the Judgment entered herein.

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

14 20. Plaintiffs shall give notice of this Order and Judgment to Class Members, pursuant to
15 rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on
16 the Settlement Administrator's website.

17
18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19 Dated: 3/24/23

JILL H. TALLEY

20 Hon. *A*

JILL H. TALLEY

21 Sacramento County Superior Court Judge