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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN DIEGO

11 NATASHA LE, individually, and on behalf of
12 other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act ("PAGA"),

13 Plaintiff,

14 vs.

15 INDEPENDENT OPTIONS, INC., a California
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants.
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RECEIVED
August 1, 2024

FILED
San Diego Superior Court

AUG 30 2024

Clerk of the Superior Court
By: K. Mulligan, Deputy

Case No.: 37-2022-00046457-CU-OE-CTL

Assigned to the Hon. Blake K. Bowman

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT

Date: August 30, 2024
Time: 8:30 a.m.
Place: Department C-74

Complaint Filed: November 16, 2022
Trial Date: None Set

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

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

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's 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. Final approval shall be with respect to: All persons who worked for Defendant as non-
26 exempt, hourly paid employees in the State of California in: (a) caregiver positions at any time from
27 December 7, 2021 through December 31, 2023 ("CG Class"); and (b) positions other than caregivers at
28 any time from November 16, 2018 through December 31, 2023 ("NCG Class").

1 11. Plaintiff Natasha Le is an adequate and suitable representative and is hereby appointed
2 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
3 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
4 Class, and that her interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
7 claims arising out of her employment with Defendant.

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

12 14. The settlement of civil penalties under PAGA in the amount of \$40,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$30,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$10,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$250,000 in attorneys' fees and \$15,000 in costs and expenses
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
19 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
20 via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates
21 are reasonable, and the multiplier is warranted under the circumstances.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$10,250 to CPT Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 and Judgment shall be forever binding on all Participating Class Members. These Participating Class

Members have released and forever discharged the Released Parties for any and all Released Class Claims during the Class Period:

All claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint during the applicable Class Period, including claims for violation of: (1) Labor Code sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (2) Labor Code sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (3) Labor Code sections 510 and 1198 (unpaid overtime); (4) Labor Code sections 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (5) Labor Code sections 201 and 202 (wages not timely paid upon termination); (6) Labor Code section 204 (failure to timely pay wages during employment); (7) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices); and (9) California Business & Professions Code sections 17200, *et seq.* (unfair business practices). _


18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

20. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than May 1, 2026, as well as an amended judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The State Bar of California.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 8-30-24


Hon. Blake K. Bowman

San Diego County Superior Court Judge