1 2 3 4 5 6 7 8	Raul Perez (SBN 174687) Raul.Perez@capstonelawyers.com Bevin Allen Pike (SBN 221936) Bevin.Pike@capstonelawyers.com Daniel Jonathan (SBN 262209) Daniel.Jonathan@capstonelawyers.com Trisha K. Monesi (SBN 303512) Trisha.Monesi@capstonelawyers.com CAPSTONE LAW APC 1875 Century Park East, Suite 1000 Los Angeles, California 90067 Telephone: (310) 556-4811 Facsimile: (310) 943-0396 Attorneys for Plaintiff Sally Porter		FILED SUPERIOR COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT OCT 0 8 2023 BY JESSICA MORALES, DEPUTY
9	SUPERIOR COURT OF THE	HE STATE	OF CALIFORNIA
	FOR THE COUNTY O	OF SAN BI	ERNARDINO
10	SALLY PORTER, individually, and on behalf	Case No.:	CIVSB2026788
11	of other members of the general public similarly situated,	Assigned	to the Hon. Jessica Morgan
12			SED ORDER AND JUDGMENT
13	Plaintiff,	GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION	
14	VS.		MENT AND MOTION FOR NEYS' FEES, COSTS AND
15 16	INDIAN HILL MANAGEMENT, INC., a California corporation; WEBB FAMILY ENTERPRISES, INC., a California corporation;	EXPENSES, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT	
17	and DOES 1 through 10, inclusive,	Date:	October 3, 2023
18	Defendants.	Time: Place:	9:00 a.m. Department S26
19		Complain	t Filed: November 30, 2020
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21		FILED B	Y FAX
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1	ORDER AND JUDGMENT			
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 a Class Representative			
4	Enhancement Payment (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	Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement,, or			
13	"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,			

1	the Court finds that the settlement was reached following meaningful discovery and investigation
2	conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
3	arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair
4	adequate, and reasonable.
5	7. In so finding, the Court has considered all evidence presented, including evidence
6	regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
7	likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8	discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9	sufficient information about the nature and magnitude of the claims being settled, as well as the
0	impediments to recovery, to make an independent assessment of the reasonableness of the terms to
1	which the Parties have agreed.
2	8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
3	Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
4	best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
5	conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
6	avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
7	to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
8	settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
9	provides Class Members with fair and adequate relief.
20	9. The Settlement Agreement is not an admission by Defendants or by any other Released
21	Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
22	or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
23	herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24	as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
25	whatsoever by or against Defendants or any of the other Released Parties.
26	10. Final approval shall be with respect to: (a) all persons who worked for Defendants as

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non-exempt, hourly paid employees at a McDonald's location in the State of California at any time from

1	November 30, 2016 to April 30, 2021 ("Group One Class Members,,); and (b) all persons who worked		
2	for Defendant Webb Family Enterprises, Inc. as non-exempt, hourly paid employees in the State of		
3	California at any time from November 30, 2016 to the earlier of the date of Preliminary Approval or		
4	March 13, 2023 ("Group Two Class Members,,).		
5	11. Plaintiff Sally Porter is an adequate and suitable representative and is hereby appointed		
6	he Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and		
7	commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement	t	
8	Class, and that her interests are aligned with those of the Settlement Class.		
9	12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of		
0	\$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all		
1	claims arising out of her employment with Defendants.		
2	13. The Court finds that the attorneys at Capstone Law APC have the requisite		
3	qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The		
4	Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position	n	
15	of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.		
16	14. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby		
17	approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and		
18	Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid	l	
19	to PAGA Members.		
20	15. The Court hereby awards \$916,666 in attorneys' fees and \$14,791.95 in costs and		
21	expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is		
22	reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund create	d	
23	by the settlement. The Court also finds that the litigation costs and expenses are reasonable.		
24	16. The Court approves settlement administration costs and expenses in the amount of		
25	\$28,000 to CPT Group, Inc.		
26	17. All Class Members were given a full and fair opportunity to participate in the Approva	1	
27	Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of th	e	

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1	Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed			
2	settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order			
3	and Judgmen	and Judgment shall be forever binding on all Participating Class Members. These Participating Class		
4	Members hav	Members have released and forever discharged the Released Parties for any and all Released Class		
5	Claims during the Class Period:			
6		All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the applicable Class Period, including: (a) all		
7		claims for unpaid overtime; (b) all claims for meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to reimburse		
8		for necessary business expenses; (e) all claims for the failure to timely pay wages upon termination based on the preceding claims; (f) all claims for the failure to		
10		timely pay wages during employment based on the preceding claims; (g) all claims for wage statement violations based on the preceding claims; and (h) all claims asserted through California Business & Professions Code §§ 17200, et		
11		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 during the PAGA Period: All claims for		
14	civil penalties under California Labor Code §§ 2698, et seq., that were brought or could reasonably have			
15	been brought	based on the facts alleged in Plaintiff's LWDA letters during the applicable PAGA Period.		
16	19.	Judgment in this matter is entered in accordance with the above fundings.		
17	20.	Without affecting the finality of the Judgment, the Court shall retain exclusive and		
18	continuing ju	risdiction over the above-captioned action and the parties, including all Participating		
19	Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered			
20	herein.			
21	21.	This document shall constitute a judgment (and separate document constituting said		
22	judgment) fo	r purposes of California Rules of Court, Rule 3.769(h).		
23	22.	Plaintiff shall file a declaration from the Settlement Administrator regarding the		
24	completion o	f settlement administration activities no later than October 4, 2024, as well as an amended		
25	judgment.			
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27	IT IS	S SO ORDERED, ADJUDGED, AND DECREED.		
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		10/3/23	17HO
1	Dated:	, 13/03	Hon Jessica Morgan
2			San Bernardino County Superior Court Judge
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