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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SAN BERNARDINO

11 SALLY PORTER, individually, and on behalf  
of other members of the general public similarly  
12 situated,

13 Plaintiff,

14 vs.

15 INDIAN HILL MANAGEMENT, INC., a  
California corporation; WEBB FAMILY  
16 ENTERPRISES, INC., a California corporation;  
and DOES 1 through 10, inclusive,  
17

18 Defendants.

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 03 2023

BY   
JESSICA MORALES, DEPUTY

Case No.: CIVSB2026788

Assigned to the Hon. Jessica Morgan

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

Date: October 3, 2023  
Time: 9:00 a.m.  
Place: Department S26

Complaint Filed: November 30, 2020

21 **FILED BY FAX**  
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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  
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
19 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  
27 non-exempt, hourly paid employees at a McDonald's location in the State of California at any time from  
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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 the 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  
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  
10 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
11 claims arising out of her employment with Defendants.

12 13. The Court finds that the attorneys at Capstone Law APC have the requisite  
13 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
14 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
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  
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 created  
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 Approval  
27 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
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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 Judgment shall be forever binding on all Participating Class Members. These Participating Class  
4 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  
7 from, or reasonably related to, the same set of operative facts as those set forth in  
8 the operative complaint during the applicable Class Period, including: (a) all  
9 claims for unpaid overtime; (b) all claims for meal and rest period violations; (c)  
10 all claims for unpaid minimum wages; (d) all claims for the failure to reimburse  
11 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  
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*  
*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 findings.

17 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
18 continuing jurisdiction 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) for 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 of settlement administration activities no later than October 4, 2024, as well as an amended  
25 judgment.

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27 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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Dated:

10/3/23

  
Hon. Jessica Morgan  
San Bernardino County Superior Court Judge

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