

1 Raul Perez (SBN 174687)  
Raul.Perez@capstonelawyers.com  
2 Orlando Villalba (SBN 232165)  
Orlando.Villalba@capstonelawyers.com  
3 Helga Hakimi (SBN 257381)  
Helga.Hakimi@capstonelawyers.com  
4 CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
5 Los Angeles, California 90067  
Telephone: (310) 556-4811  
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Kiana Anderberg

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SHASTA

10 KIANA ANDERBERG, individually, and on  
11 behalf of other members of the general public  
similarly situated,

12 Plaintiff,

13 vs.

14 NORTH STATE GROCERY INC., a California  
15 corporation; HOLIDAY RANCHES, INC., a  
California corporation; and DOES 1 through 10,  
16 inclusive,

17 Defendants.  
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**FILED**

FEB 26 2024

SHASTA COUNTY SUPERIOR COURT  
BY: M. SAECHAO, DEPUTY CLERK

Case No. CVCV21-0197480

Assigned to the Hon. Tamara L. Wood

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

Date: February 26, 2024

Time: 8:30 a.m.

Place: Department 8

Complained Filed: June 4, 2021

Trial Date: None Set

## ORDER AND JUDGMENT

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

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

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

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

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

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

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 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 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 the six individuals who opted out of the Settlement Class, final  
26 approval shall be with respect to: All persons who worked for Defendant as non-exempt, hourly paid  
27 employees in the State of California at any time from June 4, 2017 through February 1, 2023.

28 11. Plaintiffs Kiana Anderberg and Mary Napoles are adequate and suitable representatives

1 and are hereby appointed the Class Representatives for the Settlement Class. The Court finds that  
2 Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous  
3 advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of  
5 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of  
6 all claims arising out of their employment with Defendant.

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

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

16 15. The Court hereby awards \$1,041,667 in attorneys' fees and \$36,936.90 in costs and  
17 expenses to Capstone Law APC and James Hawkins APLC. The Court finds that the requested award of  
18 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the  
19 common fund created by the settlement. Counsel have also established the reasonableness of the  
20 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours  
21 billed, and risk multiplier are fair and reasonable. The award of attorneys' fees and costs will be divided  
22 as follows: (a) \$927,083.63 in attorneys' fees and \$21,879.67 in litigation costs to Capstone Law APC;  
23 and (b) \$114,583.37 in attorneys' fees and \$15,057.23 in litigation costs to James Hawkins APLC.

24 16. The Court approves settlement administration costs and expenses in the amount of  
25 \$26,000 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  
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 and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
3 Members have released and forever discharged the Released Parties for any and all Released Class  
4 Claims during the Class Period:

5 All claims, rights, demands, liabilities, and causes of action, reasonably arising  
6 from, or reasonably related to, the same set of operative facts as those set forth in  
7 the operative complaint during the Class Period, including: (a) all claims for unpaid  
8 overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid  
9 minimum wages; (d) all claims for the failure to timely pay wages upon  
10 termination based on the preceding claims; (e) all claims for the failure to timely  
11 pay wages during employment based on the preceding claims; (f) all claims for the  
12 failure to reimburse for necessary business expenses; (g) all claims for the failure  
13 to provide one day's rest in seven; (h) all claims for wage statement violations  
14 based on the preceding claims; and (i) all claims asserted through California  
15 Business & Professions Code §§ 17200, *et seq.*

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

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

21 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
22 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §  
23 ~~664.4~~ <sup>664.5</sup>, including all Participating Settlement Members and PAGA Members, for purposes of enforcing  
24 the terms of the Judgment entered herein.

25 21. The Court sets a compliance hearing for December 2, 2024 at 8:30 a.m., at which time  
26 the Court will consider evidence that the distribution process is complete and that a final accounting may  
27 be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion  
28 of settlement administration activities no later than November 1, 2024, as well as an amended judgment  
regarding the distribution of unclaimed residuals to The California State Bar Justice Gap Fund.

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

**FEB 26 2024**

Dated: \_\_\_\_\_

**BENJAMIN L. HANNA**

Hon. ~~Tamara L. Wood~~ *Benjamin L. Hanna*  
Shasta County Superior Court Judge



**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **June 26, 2023**, I served the document(s) described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jennifer E. Duggan - SBN: 183833

jennifer@dugganmchugh.com

Katie Collins

katie@dugganmchugh.com

Chrystal Wade

chrystal@dugganmchugh.com

Christina Bucci Hamilton - SBN: 292047

christina@dugganmchugh.com

Melanie Jagla

melanie@dugganmchugh.com

Shelby Wilson

shelby@dugganmchugh.com

DUGGAN McHUGH LAW

CORPORATION

641 Fulton Ave., Suite 100

Sacramento, CA 95825

Telephone: 916.550.5309

Facsimile: 916.404.5900

*Attorneys for Defendant*

NORTH STATE GROCERY, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

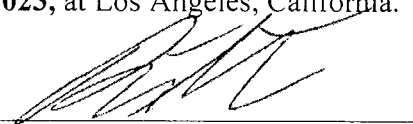
☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 26, 2023**, at Los Angeles, California.

Riley McIntire

Type or Print Name



Signature