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FILED  
KERN COUNTY SUPERIOR COURT  
6/14/2022  
BY Sala, Gina  
DEPUTY

Attorneys for Plaintiffs Lilly Maxwell and Maria Villanueva

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

LILLY MAXWELL and MARIA  
VILLANUEVA individually, and on behalf of  
other members of the general public similarly  
situated,

Plaintiffs,

vs.

APOYO FINANCIERO, INC., a Delaware  
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-20-102712

Assigned to the Hon. J. Eric Bradshaw

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

Date: June 14, 2022  
Time: 8:30 a.m.  
Place: Department J

1 **ORDER**

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 Class Representative  
4 Enhancement Payments (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 Settlement and Release (collectively, “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,  
28 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, or liability whatsoever by or against  
24 Defendant or any of the other released parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendant in the  
26 State of California as an hourly paid or non-exempt employee at any time during the period from  
27 November 18, 2016 to February 15, 2022.

28 11. Plaintiffs Lilly Maxwell and Maria Villanueva are suitable Class Representatives and are

1 hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs'  
2 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for  
3 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 for their service on behalf of the Settlement Class, and for agreeing to general releases of all  
6 claims arising out of their employment with Defendant.

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

11 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby  
12 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce  
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be added to the Net  
14 Settlement Amount.

15 15. The Court hereby awards \$333,333 in attorneys' fees and \$16,665 in costs and expenses  
16 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a  
17 contingency fee in a class action such as this; i.e., one-third of the common fund created by the  
18 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees  
19 via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are fair  
20 and reasonable.

21 16. The Court approves settlement administration costs and expenses in the amount of  
22 \$12,000 to CPT Group, Inc.

23 17. 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 Defendant and Released Parties for any and all Released Class

1 Claims: Any and all claims asserted in the operative class complaint and the letter on file with the  
2 LWDA, all claims that could reasonably have been asserted in the operative complaint and LWDA  
3 notice, and claims arising out of the same operative facts, including state wage and hour claims for  
4 violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay  
5 all wages due (including minimum wages, straight time wages, and overtime wages), failure to provide  
6 compliant meal periods, failure to authorize and permit compliant rest periods, failure to provide accurate  
7 and itemized wages statements, failure to timely pay all wages due at the time of termination, failure to  
8 reimburse employees for all business-related expenses, and violations of Business and Professions Code  
9 section 17200 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys'  
10 fees, costs, and other amounts recoverable under said causes of action under California law, to the extent  
11 permissible.

12 18. Additionally, all PAGA Members and the LWDA have released and forever discharged  
13 Defendant and the Released Parties for any and all Released PAGA Claims: All claims asserted through  
14 California Labor Code §§ 2698, *et seq.*, that arise out of or are related to the Released Class Claims  
15 during the PAGA Period.

16 19. Upon entry of Judgment, compensation to the Participating Class Members shall be  
17 effected pursuant to the terms of the Settlement Agreement.

18 20. This Court shall retain jurisdiction with respect to all matters related to the  
19 administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or  
20 related to the subject matter of the lawsuit, including but not limited to all matters related to the  
21 settlement and the determination of all controversies relating thereto.

22  
23 **IT IS SO ORDERED.**

24  
25 Dated: Signed: 6/14/2022 11:00 AM



26 Hon. J. Eric Bradshaw  
27 Kern County Superior Court Judge  
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