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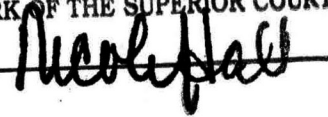
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FILED
ALAMEDA COUNTY

JUL 11 2023

CLERK OF THE SUPERIOR COURT

By 

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

WALTER FINE, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

CONSERVATION SOCIETY OF
CALIFORNIA, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No. RG21110152

Assigned to the Hon. Evelio Grillo

**~~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: July 11, 2023

Time: 10:00 a.m.

Place: Department 21

Complaint Filed: August 20, 2021

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 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 Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"
13 or "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 Plaintiff's 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 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. With the exception of the one individual who opted out of the Settlement Class, final
26 approval shall be with respect to: All current or former hourly-paid or non-exempt employees employed
27 by the Defendant in the State of California at any time from August 20, 2017 through December 5, 2022.

28 11. Plaintiff Walter Fine is an adequate and suitable representative and is hereby appointed

1 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
3 Class, and that his interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of his 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 \$20,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA
14 Members.

15 15. The Court hereby awards ~~\$200,000~~^{\$210,000} in attorneys' fees and \$20,000 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~~^{30%} 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 \$10,750 to CPT Group, Inc.

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

1 Released Class Claims during the Class Period:

2 All claims, rights, demands, liabilities, and causes of action that were alleged or
3 reasonably could have been raised based on the facts alleged in the operative
4 complaint during the Class Period, regardless of the theory of recovery, including:
5 (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations;
6 (c) all claims for unpaid minimum wages; (d) all claims for the failure to reimburse
7 for necessary business expenses; (e) all claims for to pay vested vacation time or
8 paid time off; (f) all claims for the failure to provide one day of rest in seven; (g)
9 all claims for the failure to timely pay wages upon termination; (h) all claims for
10 the failure to timely pay wages during employment; (i) all claims for wage
11 statement violations and record-keeping violations; and (j) all claims asserted
12 through California Business & Professions Code §§ 17200, *et seq.*

13 18. Additionally, Plaintiff and the LWDA have released and forever discharged the
14 Released Parties from any and all Released PAGA Claims during the PAGA Period: Any and all PAGA
15 claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were
16 alleged, or that reasonably could have been alleged, based on the facts alleged in the Action and
17 Plaintiff's LWDA letter, regardless of theory of recovery.

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

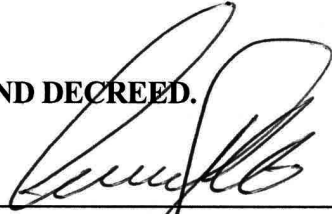
19 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
20 continuing jurisdiction over the above-captioned action and the parties, including all Participating
21 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

22 21. This document shall constitute a judgment (and separate document constituting said
23 judgment) for purposes of California Rules of Court, Rule 3.769(h).

24 22. Plaintiff shall file a declaration from the Settlement Administrator regarding the
25 completion of settlement administration activities no later than July 11, 2024, as well as an amended
26 judgment regarding cy pres distribution. The Court sets a final accounting hearing for July 18, 2024 at
27 10:00 a.m.

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

Dated: JUL 11 2023



Hon. Evelio Grillo
Alameda County Superior Court Judge