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12 Attorneys for Plaintiff Maggie Chong

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF ALAMEDA

15 MAGGIE CHONG, an individual, individually,
 16 on behalf of the general public, and all others
 similarly situated,

17 Plaintiff,

18 vs.

19 JINGLEBELLS LLC, a California company;
 20 JINGLE BELLS ENTERPRISES, LLC, a
 21 California company; JINGLEBELLS
 22 HOLDING LLC, a California company; and
 DOES 1 through 100, inclusive,

23 Defendants.
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FILED

Superior Court of California
 County of Alameda

07/03/2025

Claudia Fluke, Executive Officer / Clerk of the Court

By: T. Lopez Deputy
 T. Lopez

Case No. RG21100705

Assigned to the Hon. Michael Markman

RESERVATION NO. A-21100705-001

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

Date: June 26, 2025
 Time: 10:00 a.m.
 Place: Department 23

Complaint Filed: June 2, 2021
 Trial Date: None Set

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1 Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length
2 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
3 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 which
10 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 to
16 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 Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants 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 Defendants or any of the other Released Parties.

25 10. The Court finds that the instant action presented a good faith dispute of the claims alleged,
26 and the Court finds in favor of settlement approval.

27 11. Final approval shall be with respect to the following Class: All persons employed by
28 Defendants in California and classified as non-exempt employees during the period from June 2, 2017,

1 through April 28, 2024. As set forth in the Settlement, Aggrieved Employees include all persons
2 employed by Defendants in California and classified as a non-exempt employee during the period of
3 April 22, 2020, to April 28, 2024.

4 12. Plaintiff Maggie Chong is an adequate and suitable representative and is hereby appointed
5 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
6 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
7 Class, and that her interests are aligned with those of the Settlement Class.

8 13. The Court hereby awards Plaintiff a Class Representative Service Payment of \$7,500 for
9 her service on behalf of the Settlement Class, and for agreeing to a full general release of all claims arising
10 out of her employment with Defendants, including a Civil Code section 1542 waiver of unknown claims.

11 14. The Court finds that the attorneys at Capstone Law APC and Kyle Todd, P.C. have the
12 requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class.
13 The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the
14 position of Class Counsel, and hereby appoints Capstone Law APC and Kyle Todd, P.C. as counsel for
15 the Settlement Class.

16 15. Class Counsel provided notice of the requested approval of the PAGA settlement to the
17 LWDA through the online submission portal on June 3, 2025, and notice of this Order and Judgment shall
18 be given by Plaintiff to the LWDA by submission through the online system established for the filing of
19 notices and documents, in conformity with Labor Code section 2699, subdivision (s)(3).

20 16. The settlement of civil penalties under PAGA in the amount of \$15,000 is hereby
21 approved. Seventy-Five Percent (75%), or \$11,250, shall be paid to the California Labor and Workforce
22 Development Agency. The remaining Twenty-Five Percent (25%), or \$3,750, will be paid to Aggrieved
23 Employees.

24 17. The Court hereby awards \$296,250 in attorneys' fees and \$15,481.38 in costs and
25 expenses to Capstone Law APC and Kyle Todd, P.C. The Court finds that the requested award of
26 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the
27 common fund created by the settlement. Counsel have also established the reasonableness of the requested
28 award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours

1 billed, and hourly rates are reasonable. The award of attorneys' fees and costs will be divided as follows:
2 (a) \$177,750 in attorneys' fees and \$941.58 in litigation costs to Capstone Law APC; and (b) \$118,500 in
3 attorneys' fees and \$14,539.80 in litigation costs to Kyle Todd, P.C.

4 18. The Parties are to bear their own costs, including attorney fees, except as otherwise
5 provided in the Settlement.

6 19. The Court approves settlement administration costs and expenses in the amount of
7 \$14,000 to CPT Group, Inc.

8 20. All Class Members were given a full and fair opportunity to participate in the Approval
9 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
10 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
11 settlement and the class. There were no requests for exclusion. Accordingly, the terms of the Settlement
12 Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class
13 Members. These Participating Class Members have released and forever discharged the Released Parties
14 for any and all Released Class Claims during the Class Period:

15 Any and all claims, damages, or causes of action alleged in, or arising out of, the
16 allegations in the Action that arose during the Class Period and which were alleged,
17 or could have been alleged, by Plaintiff based on any of the factual allegations
18 contained in the Complaint in the Action, including, but not limited to, claims
19 under state, federal or local law including, but not limited to claims for unpaid
20 minimum and overtime wages (including, *inter alia*, in connection with off-the-
21 clock work and improper rounding of time), claims related to non-compliant meal
22 and rest breaks or periods and nonpayment of premium pay for such, failure to
23 comply with itemized employee wage statement provisions, failure to pay wages
24 due at separation and associated waiting time penalties, failure to timely pay wages
25 during employment, failure to maintain compliant time and payroll records, the
26 failure to pay all accrued sick days, and unfair or unlawful business practices
27 pursuant to California Business and Professions Code § 17200, *et seq.* based on
28 the aforementioned. The Released Class Claims specifically include, but are not
limited to, all claims arising under California Labor Code sections 201, 202, 203,
226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 1194, 1194.2, 1197, 1197.1,
1198, and the corresponding sections of the applicable California Industrial
Welfare Commission Wage Orders, including Wage Order 5, and California
Business and Profession Code sections 17200, *et seq.*, based on the preceding
claims, and California common law of contract, interest, and claims for attorneys'
fees relating in any way to those claims alleged in the Action.

26 21. Additionally, all Aggrieved Employees and the LWDA have released and forever
27 discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

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Any and all claims for civil penalties under PAGA held by the LWDA that were alleged in Plaintiff's PAGA Notice, or which could have been alleged, based upon the facts and theories stated in Plaintiff's PAGA Notice, and that arose during the PAGA Period, including, but not limited to, violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, *et seq.*, Business and Professions Code 17200, and the corresponding sections of the applicable California Industrial Welfare Commission Wage Orders, including Wage Order 5.

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

23. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and Aggrieved Employees, for purposes of enforcing the terms of the Judgment entered herein.

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

25. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than June 25, 2026, as well as an amended judgment regarding the distribution of unclaimed residuals to CALICO. The Court sets a compliance hearing for July 2, 2026 at 10:00 a.m., at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 07/03/2025



HON. MICHAEL MARKMAN
Alameda County Superior Court Judge
Michael Markman / Judge