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FILED
Superior Court of California
County of Alameda
03/06/2023
Clerk of the Court, Executive Officer / Clerk of the Court
By: Nicole Hall Deputy
N. Hall

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR COUNTY OF ALAMEDA**

16 SHONTIARA HUBBARD, individually, and
17 on behalf of other members of the general
18 public similarly situated and on behalf of other
19 aggrieved employees pursuant to the California
20 Private Attorneys General Act,

21 Plaintiff,

22 v.

23 TITLE 9 SPORTS, INC., a California
24 corporation; TITLE NINE, an unknown
25 business entity; and DOES 1 through 100,
26 inclusive,

27 Defendants.

Case No.: RG20048976

Assigned for all purposes to:
Hon. Evelio Grillo, Dept. 21

CLASS ACTION

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

Final Approval Hearing

Date: January 17, 2023

Time: 10:00 a.m.

Dept.: 21

Reservation No.: A-20048976-001

1 WHEREAS, this matter came on for hearing on January 17, 2023 at 10:00 a.m. before the
2 Honorable Evelio Grillo in Department 21 of the Alameda County Superior Court located at the
3 Administration Building, Fourth Floor, 1221 Oak Street, Oakland, California 94612, upon the
4 Motion of Plaintiff Shontiarra Hubbard (“Plaintiff”) for Final Approval (the “Motion”) of the
5 settlement set forth in the Amended Stipulation of Class and Representative Action Settlement and
6 Release of Claims (“Settlement” or “Amended Stipulation”; attached as Exhibit “1” to the
7 Declaration of Jennifer L. Connor in support of the Motion), and due and adequate notice was given
8 to the members of the Class;

9 WHEREAS, counsel for the Parties appeared at the final approval hearing to clarify the
10 tentative ruling, specifically the award of attorneys’ fees to Class Counsel;

11 WHEREAS, the Court approved the Parties’ stipulation for attorneys’ fees in the amount of
12 \$180,250;

13 WHEREAS, the Court, having considered all papers filed and proceedings in this case,
14 along with Plaintiff’s Motion and supporting documents, finds good cause exists to grant the
15 Motion; and

16 WHEREAS, all defined terms contained herein have the same meanings as set forth in the
17 Amended Stipulation;

18 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

19 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
20 forth in the Settlement.

21 2. The Court has jurisdiction over this matter and venue is proper.

22 3. The Court finds that this Action is properly maintained as a class action, for
23 settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California
24 Rules of Court, Rule 3.769.

25 4. For settlement purposes only, the “Class” and “Class Member(s)”, for purposes of
26 this order, shall mean:

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1 **Class Members** - All current and former hourly-paid or non-exempt employees who
2 worked for Defendant Title 9 Sports, Inc. at its Distribution Center facility in the
3 State of California during the Class Period (collectively, the “Class” or “Class
4 Members.”

5 The “Class Period” is defined as the time period starting on February 02, 2016 and ending on
6 December 04, 2021.

7 5. Pursuant to the Settlement and for purposes of this order, Class Members who have
8 not submitted a timely and valid Opt-Out/Request for Exclusion are collectively the “Settlement
9 Class Members.”

10 6. Pursuant to the Settlement and for purposes of this order, “PAGA Group Members”
11 are defined as all Class Members, whether or not they submit a request for exclusion from the
12 Settlement Class, employed by Defendant during the PAGA Period. The “PAGA Period” is defined
13 as the time period starting on October 25, 2018 and ending on December 04, 2021.

14 7. After distribution of the Court-approved Notice of Proposed Class Action and PAGA
15 Settlement and Hearing Date for Court Approval (“Class Notice”) and a forty-five (45) day opt-out
16 period, the Settlement Administrator reports that response from the 226 Class Members resulted in
17 zero objections and one single opt-out/request for exclusion. There was also reported one
18 undeliverable Class Notice after additional skip-trace and address search was performed. Thus, a
19 Class consisting of 225 Settlement Class Members shall be bound by this Final Approval Order or
20 any release provided herein.

21 8. CounselOne, P.C. and Lawyers *for* Justice, P.C. are appointed Class Counsel.

22 9. Named Plaintiff Shontiarra Hubbard is appointed Class Representative.

23 10. The Court approves CPT Group, Inc. as the Settlement Administrator.

24 11. The Court finds that the 8-page Class Notice, which was attested to and authenticated
25 by the Settlement Administrator (*see* Declaration of Emilio Cofinco Regarding Class Notice and
26 Settlement Administration, Exh. 1), as mailed to Class Members by the Settlement Administrator,
27 was the best notice practicable under the circumstances. Except for one individual whose Class
28 Notice was undeliverable, the Class Notice provided due process and adequate notice of the
proceedings and of the matters set forth therein, including the proposed terms of settlement set forth

1 in the Amended Stipulation, to all persons entitled to such notice, and said Class Notice fully
2 satisfied the requirements of the law and the requirements of due process. Out of the 226 putative
3 Class Members, one (1) Class Member submitted an opt-out/request for exclusion (thus, 99.56% of
4 the Class Members are participating in the Settlement), and no Settlement Class Members objected
5 to the Settlement.

6 12. The Court finds that the Settlement Agreement is fair, reasonable, and adequate to
7 the Class Members, is in the best interest of the Class Members, has been entered into in good faith
8 and should be and hereby is fully and finally approved. The Settlement represents a fair resolution
9 of all claims asserted on behalf of Plaintiff and the Class Members, and fully and finally resolves
10 all such claims.

11 13. The Court hereby approves the class settlement set forth in the Settlement Agreement
12 and finds that the settlement is, in all respects, fair, adequate, and reasonable and directs the Parties
13 and Settlement Administrator to effectuate the Settlement according to its terms. The Court finds
14 that the settlement has been reached as result of intensive, serious, and non-collusive arm's-length
15 negotiations. The Court finds that the Parties have conducted extensive investigation and research
16 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
17 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
18 and risks that would be presented by the further prosecution of this Action. The Court has noted the
19 significant benefits to the Class Members under the Settlement.

20 14. As of the Effective Date, Plaintiff, and each Settlement Class Member, on behalf of
21 himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors,
22 shall be deemed to have, and by operation of the Final Approval Order shall have, fully and
23 irrevocably released and forever discharged the Released Parties from all Settlement Class
24 Members' Released Claims (and as otherwise consistent with and set forth in the Amended
25 Stipulation), which are defined as:

26 **Settlement Class Members' Released Claims:** As of the Effective Date, Plaintiff
27 and Class Members who did not submit valid requests for exclusion from the
28 Settlement, for the Class Period from February 2, 2016 and ending on December 4,
2021, will release and forever discharge Defendant Title 9 Sports, Inc. and Released
Parties from the Settlement Class Members' Released Claims during the Class

1 Period. The Settlement Class Members' Released Claims include all wage-and-hour
2 claims alleged in the operative complaint in the Lawsuit, or that could have been
3 asserted in the Lawsuit based on the facts alleged by Plaintiff in the operative
4 complaint during the Class Period. The Settlement Class Members' Released Claims
5 include all claims based on allegations for: (1) failure to pay all overtime wages; (2)
6 non-compliant meal periods and/or failure to make premium payments thereon; (3)
7 non-compliant rest breaks and/or failure to make premium payments thereon; (4)
8 failure to pay minimum wages; (5) failure to pay all wages upon separation of
9 employment; (6) failure to pay all wages in a timely manner during employment; (7)
10 failure to provide accurate itemized wage statements; (8) failure to keep accurate
11 and complete payroll records; (9) failure to reimburse business expenses; and (10)
12 unfair business practices related to the Settlement Class Members' Released Claims.
13 This release excludes the release of claims not permitted by law ("Settlement Class
14 Members' Released Claims").

15 15. As of the Effective Date, the Labor Workforce Development Agency ("LWDA")
16 shall be deemed to have, and by operation of the Final Approval Order shall have, fully and
17 irrevocably released and forever discharged the Released Parties from all LWDA Released PAGA
18 Claims (and as otherwise consistent with and set forth in the Amended Stipulation), which are
19 defined as:

20 **LWDA Released PAGA Claims.** As of the Effective Date, the LWDA releases,
21 acquits, discharges, and covenants not to sue Defendant and any of the Released
22 Parties for any penalties pursuant to the PAGA, for the period from October 25, 2018
23 and ending December 04, 2021, brought by the LWDA and/or on behalf of the
24 LWDA, arising from any and all claims alleged in the operative complaint filed in
25 the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff
26 in the operative complaint filed in the Lawsuit ("LWDA Released PAGA Claims").

27 16. The Court orders that, upon the Effective Date, the Settlement shall be the exclusive
28 remedy for any and all Plaintiff's Released Claims of Plaintiff, and for any and all Settlement Class
Members' Released Claims of each and every Settlement Class Member, and for any and all LWDA
Released PAGA Claims for the LWDA.

17. The Settlement Amount to be paid by Defendant Title 9 Sports, Inc. is a non-
reversionary \$515,000.00 as part of the Gross Settlement Amount. The Gross Settlement Amount
("GSA") will be used for the following: (1) to satisfy the Individual Settlement Payments to Class
Members; (2) to pay the Court-approved Class Representative Enhancement Payment; (3) to pay
the PAGA Penalties including the LWDA payment and to Class Members who worked during the
PAGA Period; (4) to pay the Settlement Administration Costs; (5) to pay the Court-approved Class

1 Counsel's attorneys' fees; and (6) to pay the Court-approved Class Counsel's actual litigation costs.
2 The Gross Settlement Amount is exclusive of employer federal and state payroll taxes.

3 18. The requested award of attorneys' fees to Class Counsel in the amount of \$180,250
4 is approved as fair, adequate, and reasonable, and is to be divided between the two law firms,
5 *Lawyers for Justice, P.C.* and *CounselOne, P.C.* in accord with their respective 57.5% and 42.5%
6 fee split terms per their written fee agreement.

7 19. The requested award of litigation costs of \$17,207.75 to Class Counsel for expenses
8 incurred (\$2,867.98 on behalf of *Lawyers for Justice, P.C.* and \$14,339.77 on behalf of *CounselOne,*
9 *P.C.*) is approved as fair, adequate, and reasonable.

10 20. The Class Representative enhancement payment in the amount of \$7,500.00 to the
11 Class Representative is approved as being fair and reasonable compensation for the Class
12 Representative's efforts in initiating and prosecuting this action, the work involved, and the risks
13 assumed.

14 21. The Court approves the costs of the Settlement Administrator, CPT Group, Inc., in
15 the amount of \$14,250 for the notification and settlement administration services it performed in
16 connection with this Action.

17 22. The PAGA payment for civil penalties in the amount of \$50,000.00, \$37,500.00 of
18 which will be paid to the LWDA pursuant to statute, and the remaining \$12,500.00 of which will be
19 distributed to PAGA Group Members, is approved.

20 23. From the Net Settlement Amount, the Settlement Administrator shall pay all
21 individual settlement payments to Settlement Class Members and PAGA Group Members, including
22 the employment taxes for wage-related portions thereto. The calculation, timing, and payment of
23 individual settlement checks to Settlement Class Members and PAGA Group Members will be made
24 by the Defendant and Settlement Administrator in specific accord with paragraphs 56(a)-(g), among
25 other paragraphs, of the Amended Stipulation. (Amended Stipulation ¶ 56(a)-(b).)

26 24. The Settlement provides that any uncashed checks remaining 180 days after
27 distribution will be provided to the Labor Workforce Development Agency as the *cy pres* recipient,
28 pursuant to Code of Civil Procedure section 384. (Amended Stipulation ¶ 56(d).)

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 9301 Wilshire Boulevard, Suite 650, Beverly Hills, CA 90210.

On February 8, 2023, I caused to be served the following document(s) to the address(es) and by the method of service described below:

AMENDED [PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE'S ENHANCEMENT PAYMENT

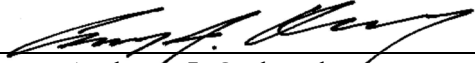
Robert Cutbirth
SLOVAK BARON EMPEY MURPHY & PINKNEY, LLP
1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Email: cutbirth@sbemp.com

Attorneys for Defendant

(BY E-SERVICE) I delivered to LEGAL DOCUMENT SERVER, an e-filing and e-service provider with the Superior Court of California for the County of Alameda, the above-described document(s) to be filed and electronically served through the Superior Court's e-filing system on the above registered participants on this date.

I declare under penalty of perjury that the above is true and correct.

Executed on February 8, 2023 at Beverly Hills, California.



Anthony J. Orshansky