

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SULLIVAN EMPLOYMENT LAW PC
Martin Sullivan (SBN 274279)
martin@sullivanlawgrp.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Telephone: (323) 645-5470

Attorneys for Plaintiffs and the Putative Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 10 2023
L. Howell

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

FRANCISCA GONZALEZ, on behalf of
herself and all others similarly situated;

Plaintiff,

vs.

FREEDOM PROPERTIES-HEMET, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive;

Defendants.

Case Number: CVRI2000459

Reservation ID No.: 894272503799

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL FOR
CLASS ACTION SETTLEMENT**

Date: January 10, 2023
Time: 8:30 a.m.
Dept. 1
Judge: Craig Riemer

Complaint Filed: December 8, 2020
FAC Filed: April 6, 2021
SAC Filed: June 2, 2021

1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter came on for hearing on January 10, 2023, regarding the unopposed *Motion for*
3 *Final Approval of Class Action Settlement* (the “Motion”) on the terms set forth in the *Joint*
4 *Stipulation Of Settlement And Release Of Class Action with Addenda 1, Addenda 2, and Addenda*
5 *3* (the “Settlement Agreement”), attached as **Exhibit A** to the Declaration of Martin Sullivan in
6 Support of Plaintiffs’ Motion for Final Approval for Class Action Settlement filed with this Court
7 on June 23, 2022 (the “Settlement”). In conformity with California Rules of Court, rule 3.769,
8 with due and adequate notice having been given to Class Members (as defined in the Settlement
9 Agreement), and having considered the Settlement, all of the legal authorities and documents
10 submitted in support thereof, all papers filed and proceedings had herein, all oral and written
11 comments received regarding the Settlement, ~~and having reviewed the record in this litigation,~~ and
12 good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
13 the following findings and determinations and enters final judgment as follows:

CR
14 1. All terms used in this order shall have the same meanings given as those terms are
15 used and/or defined in the parties’ Settlement Agreement and Plaintiffs’ Notice of Motion and
16 Motion for Final Approval of Class Action Settlement.

17 2. The Court has personal jurisdiction over Plaintiffs Francisca Gonzalez, Daisy
18 Rangel, Ashley Johnson, Crystal Isordia, Juan Luna, Marissa Zinn-Falcon, Mercedes
19 Bracamontes, Cynthia Walsh, Linda Saavedra, Allen Foster, Amber Moore, Lisbeth Ceballos,
20 Mystica Green, Paola Gonzalez, Cherelle May, Rumarico Padilla, and Giselle Ramirez
21 (“Plaintiffs”) and Freedom Properties-Hemet, LLC (“Defendant”) (collectively, the “Parties”) to
22 this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

23 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
24 Motion and the Settlement and as follows: “*All California hourly, non-exempt employees who are*
25 *or were employed by Defendant from December 8, 2016, through November 6, 2021.*” The Court
26 deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court,
27 and solely for the purpose of effectuating the Settlement.

28

1 4. The Court finds that an ascertainable class of 665 class members exists and a well-
2 defined community of interest exists on the questions of law and fact involved because in the
3 context of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the
4 claims of the Plaintiffs are typical of claims of the Class Members; and **(iii)** in negotiating, entering
5 into and implementing the Settlement, Plaintiffs and Plaintiffs' counsel have fairly and adequately
6 represented and protected the interest of the Class Members.

7 5. The Court is satisfied that ILYM Group, Inc., which was appointed as the
8 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
9 comports with California Rule of Court 3.766. The Class Notice informed the prospective Class
10 Members of the Settlement terms, their rights under the settlement and receive their settlement
11 share, their rights to submit a request for exclusion, their rights to comment on or object to the
12 Settlement, and their rights to appear at the Final Approval and Fairness Hearing, and be heard
13 regarding approval of the Settlement. A sufficient period of time to respond and to act was
14 provided for each of these procedures. No Class Members filed written objection to the Settlement
15 as part of this notice process and no Class Members appeared at the Final Approval and Fairness
16 Hearing.

17 6. Three Class Members submitted requests to excluded themselves from the
18 settlement: Audon Huerta, Eusebio Chavarria, and Jose Saavedra.

19 7. The Court hereby approves the terms set forth in the Settlement Agreement and
20 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent,
21 and compliant with all applicable requirements of the California Code of Civil Procedure, the
22 California and United States Constitutions, including the Due Process clauses, the California Rules
23 of Court, and any other applicable law, and in the best interests of each of the Parties and Class
24 Members.

25 8. The Court directs the Parties to effectuate the Settlement Agreement according to
26 its terms and declares the Settlement Agreement to be binding on all Class Members who did not
27 exclude themselves.

28

1 9. The Court finds that the Settlement Agreement has been reached as a result of
2 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
3 have conducted extensive investigation and research, and their attorneys were able to reasonably
4 evaluate their respective positions.

5 10. The Court also finds that the Settlement now will avoid additional and potentially
6 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the
7 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
8 light of the challenges posed by continued litigation, and Court concludes that Class Counsel
9 secured significant relief for Class Members.

10 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
11 finding of the validity of any allegations or of any wrongdoing by Defendant.

12 12. The Court appoints Plaintiffs Francisca Gonzalez, Daisy Rangel, Ashley Johnson,
13 Crystal Isordia, Juan Luna, Marissa Zinn-Falcon, Mercedes Bracamontes, Cynthia Walsh, Linda
14 Saavedra, Allen Foster, Amber Moore, Lisbeth Ceballos, Mystica Green, Paola Gonzalez, Cherelle
15 May, Rumarico Padilla, and Giselle Ramirez as Class Representatives and finds them to be
16 adequate.

17 13. The Court appoints Martin Sullivan of Sullivan Employment Law PC as Class
18 Counsel and finds him to be adequate, experienced, and well-versed in class action litigation.

19 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
20 \$600,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class
21 and to each Class Member, and the Courts grants final approval of the Settlement set forth in the
22 Settlement Agreement, subject to this order.

23 15. The Court approves the following allocations, which fall within the ranges
24 stipulated by and through the Settlement Agreement:

25 A. The Court awards \$10,644.03 to ILYM Group, Inc., the Settlement
26 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval
27 of it and orders the Parties to make the payment to the Settlement Administrator in accordance
28 with the Agreement.

CR

Settlement
↑

1 B. The Court awards \$200,000.00 to Class Counsel as attorneys' fees and finds
2 this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court
3 grants final approval of, awards, and orders the Class Counsel fees payment to be made ~~as~~
4 ~~described in page 6 of this order.~~ *\$11,251.92*

CR
CR

5 C. The Court awards ~~\$11,284.82~~ in litigation costs, an amount which the Court
6 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and
7 orders the Class Counsel litigation expenses payment in this amount to be made in accordance
8 with the Settlement Agreement.

9 D. The Court awards \$35,000.00 in aggregate to the class representatives as
10 payment requested by Plaintiffs as follows, Francisca Gonzalez: \$5,000; Daisy Rangel: \$1,875;
11 Ashley Johnson: \$1,875; Crystal Isordia: \$1,875; Juan Luna: \$1,875; Marissa Zinn-Falcon:
12 \$1,875; Mercedes Bracamontes: \$1,875; Cynthia Walsh: \$1,875; Linda Saavedra: \$1,875; Allen
13 Foster: \$1,875; Amber Moore: \$1,875; Lisbeth Ceballos: \$1,875; Mystica Green: \$1,875; Paola
14 Gonzalez: \$1,875; Cherelle May: \$1,875; Rumarico Padilla: \$1,875; and Giselle Ramirez:
15 \$1,875. The Court finds the amounts of these incentive awards to be fair and reasonable. The
16 Court grants final approval of, and orders the class representatives' payment to be made in
17 accordance with the Settlement Agreement.

18 E. The Court approves the \$20,000.00 allocation for penalties under the Labor
19 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to be paid
20 to the California Labor and Workforce Development Agency in accordance with the terms of the
21 Settlement Agreement and the remainder ^(*\$5,000*) to the ~~Class~~ *approved employees*.

CR

22 16. The Court orders the Parties to comply with and carry out all terms and provisions
23 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
24 case the provisions of this order shall take precedence and supersede the Settlement.

25 17. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
26 rights to continue to oppose the merits of the claims in this action or class treatment of these claims
27 in this case if the Settlement fails to become final or effective, or in any other case without
28 limitation.

1 18. All Class Members, excluding the three individuals who requested to be excluded
2 from the Settlement, shall be bound by the Settlement and this order, including the release of claims
3 as set forth in the Settlement Agreement.

4 19. The Parties shall bear their own respective attorneys' fees and costs except as
5 otherwise provided in this order and the Settlement Agreement.

6 20. Any envelope transmitting a settlement distribution to a class member shall bear
7 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The
8 Settlement Administrator shall mail a reminder postcard to any class member whose settlement
9 distribution check has not been negotiated within 60 days after the date of mailing.

10 21. If (i) any of the class members are current employees of the defendant, (ii) the
11 distribution mailed to those employees is returned to the administrator as being undeliverable, and
12 (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange
13 with the defendant to have those distributions delivered to the employees at their place of
14 employment.

CR 15 22. All checks ^{ed} mail to the Class Members must be cashed within one hundred eighty
16 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
17 Settlement Administrator shall submit such funds to the Village Scholarship Board, by mailing a
18 check made payable to "Village Scholarship Board," 2200 W Acacia Ave, Hemet, CA 92545
19 United States. The Court finds that this meets the requirements of Code of Civil Procedure section
20 384.

21 23. Within 20 days of this order, the Settlement Administrator shall give notice of
22 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
23 posting a copy of this order and final judgment on its website.

24 24. The Court retains continuing jurisdiction over the Action and the Settlement,
25 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for
26 purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration
27 matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or
28 applicable law.

CR

1 25. Plaintiffs shall file with the Court a report regarding the status of distribution within
2 ~~180 days after all funds have been distributed.~~ *no later than 9-11-23*

3 26. This final judgment is intended to be a final disposition of the above-captioned
4 action in its entirety and is intended to be immediately appealable. This final judgment resolves
5 and extinguishes all claims released by the Settlement Agreement against Defendant.

CR


6 27. The Court hereby sets a hearing date of Sept 25, 2023, at 8:30 a.m. in
7 Department 1 for a hearing on the final accounting regarding distribution of the settlement funds.

8

9

10

Dated: January 10, 2023



Hon. Craig Riemer
Judge of the Superior Court,
County of Riverside

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28