

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on May 24, 2024, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Agreement”), and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiffs Rita Gonzalez and Dasia Seabrooks’ (“Plaintiffs”)
11 Motion for Final Approval of Class Action and PAGA Settlement.

12 2. All terms used herein shall have the same meaning as defined in the Agreement.

13 3. The term “Class” and “Class Members” shall mean the following: “all current and
14 former hourly-paid, nonexempt employees of Defendant Children’s Home of Stockton
15 (“Defendant”) who were employed by Defendant in the State of California at any time between
16 July 25, 2018 and December 8, 2023.” The term “Participating Class Member” includes all Class
17 Members who did not submit a timely and valid Request for Exclusion as provided in the
18 Agreement.

19 4. The term “PAGA Members” shall mean the following: “all current and former non-
20 exempt employees of Defendant Children’s Home of Stockton who were employed by Defendant
21 in the State of California at any time between March 29, 2022, and December 8, 2023.”

22 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
23 to this Action, including all Class Members and PAGA Group Members.

24 6. Distribution of the Class Notice directed to the Class Members as set forth in the
25 Agreement and the other matters set forth therein has been completed in conformity with the
26 Amended Preliminary Approval Order, including individual notice to all Class Members who
27 could be identified through reasonable effort, and the best notice practicable under the
28 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the

1 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all
2 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due
3 process. All Class Members, all Released Class Claims and all Released PAGA Claims, are
4 covered by and included within the Settlement and this Final Order.

5 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
6 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
7 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
8 standards and applicable requirements for final approval of this class action settlement under
9 California law, including the provisions of California Code of Civil Procedure section 382 and
10 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
11 *Superior Court*, 4 Cal.3d 800, 821 (1971).

12 8. The Court hereby confirms *Lawyers for Justice*, PC and Protection Law Group,
13 LLP as Class Counsel.

14 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
15 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
16 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
17 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
18 the Parties have conducted extensive investigation and research, and counsel for the Parties are
19 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
20 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
22 being granted as part of the Settlement and recognizes the significant value to the Class Members.
23 The Court also finds that the Class is properly certified as a class for settlement purposes only.

24 10. Upon the complete funding of the Gross Settlement Amount and all applicable
25 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
26 fully release and discharge Defendant Children's Home of Stockton and its past, present and/or
27 future, direct and/or indirect, officers, directors, members, managers, agents, representatives,
28 attorneys, insurers, partners, investors, reinsurers, shareholders, administrators, parent companies,

1 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released
2 Parties”) from any and all claims, rights, demands, liabilities and causes of actions that are alleged,
3 or that reasonably could have been alleged, based on the facts asserted in the operative complaint
4 in “*Gonzalez v. Children’s Home of Stockton*,” San Joaquin County Superior Court Case No. STK-
5 CV-UOE-2022-6373 including factual claims regarding Defendants’ alleged: (i) failure to pay all
6 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
7 failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay minimum wages;
8 (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay
9 wages during employment; (vii) failure to provide complete, accurate wage statements; (viii)
10 failure to keep requisite payroll records; (ix) failure to reimburse necessary business expenses; and
11 (x) unfair business practices (“Released Class Claims”). This release shall apply to claims that
12 arose from July 27, 2018, to December 8, 2023 (“Class Period”). This release shall be binding on
13 all Participating Class Members.

14 11. Upon the complete funding of the Gross Settlement Amount and all applicable
15 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
16 Agency (“LWDA”) and the State of California, through Plaintiff as its agent and/or proxy, shall
17 release and discharge the Released Parties from all claims under the California Labor Code Private
18 Attorneys General Act of 2004 for civil penalties that could have been premised on the facts
19 alleged both in the PAGA Letter to the LWDA and in the operative complaint in “*Seabrooks v.*
20 *Children’s Home of Stockton*” San Joaquin County Superior Court Case No. STK-CV-UOE- 2023-
21 5841 including but not limited to penalties that could have been awarded pursuant to Labor Code
22 sections 210, 226.3, 1197.1, 558, and 2699 (Released PAGA Claims”). The release shall apply to
23 claims that arose from March 29, 2022, to December 8, 2023 (“PAGA Period”).

24 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiffs Rita
25 Gonzalez and Dasia Seabrooks—on behalf of themselves only—shall also generally release and
26 discharge the Released Parties from any and all claims, demands, obligations, causes of action,
27 rights, or liabilities of any kind which have been or could have been asserted against the Released
28 Parties arising out of or relating to their employment by Defendant or termination thereof,

1 including but not limited to claims for wages, restitution, penalties, retaliation, defamation,
2 discrimination harassment or wrongful termination of employment. This release specifically
3 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
4 penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement)
5 relating to or in any way connected with the matters referred to herein, whether or not known or
6 suspected to exist, and whether or not specifically or particularly described herein. Specifically,
7 Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which
8 provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
14 OR RELEASED PARTY.

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Section 132(a) and 4553).

18 13. No Class Member requested to be excluded from the terms of the Settlement. The
19 last date to timely submit a request for exclusion was April 15, 2024. Accordingly, all 354
20 Participating Class Members are included and bound by this Order and Judgment..

21 14. The Court also hereby finds that there were no written objections to the Settlement.
22 The last day to submit a written objection to the settlement was April 15, 2024. The Court also
23 notes there were no objections made at the hearing on Final Approval of the Settlement.

24 15. The Court finds the settlement payments provided for under the Agreement to be
25 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
26 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
27 \$450,000.00 within fourteen (14) calendar days of the Effective Date to provide payments for the
28 Class/PAGA Group Members individual settlement payments, class representative enhancement
payment for Plaintiff Rita Gonzalez, class representative enhancement payment for Plaintiff Dasia
Seabrooks, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and

1 expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The
2 calculations and the payments shall be made administered in accordance with the terms of the
3 Agreement.

4 16. Pursuant to the terms of the Agreement and amendment thereto, and the authorities,
5 evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel
6 attorneys' fees in the amount of \$150,000.00 (1/3 of the Gross Settlement Amount) and litigation
7 costs in the amount of \$18,464.77 from the Gross Settlement Amount as final payment for and
8 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
9 Counsel and any other person or entity related to the Action. The Court further orders that the
10 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the
11 terms of the Agreement.

12 17. The Court hereby approves and orders a Class Representative Enhancement
13 Payment of \$5,000.00 each (\$10,000.00 total) to Plaintiffs Rita Gonzalez and Dasia Seabrooks
14 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement..

15 18. The Court approves and orders the payment in the amount of \$18,750.00 (75% of
16 \$25,000) from the Gross Settlement Amount to the California Labor Workforce Development
17 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
18 remaining \$6,250.00 (25% of \$25,000) shall be distributed to the PAGA Group Members as set
19 forth in the Agreement.

20 19. The Court also hereby approves and orders payment from the Gross Settlement
21 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
22 Apex Class Action , LLC, in the amount of \$7,250.00 as set forth Settlement Agreement.

23 20. The Court hereby approves and orders payment of individual settlement payments
24 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

25 21. The Court also hereby approves and orders that any checks distributed from the
26 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
27 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
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1 California State Controller's Office and held in trust for such Class Members pursuant to
2 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

3 22. Provided the Settlement becomes effective under the terms of the Agreement, the
4 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
5 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

6 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
7 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
8 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
9 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
10 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
11 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
12 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
13 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
14 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
15 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
16 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
17 provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA Claims,
18 or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties
19 may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any
20 other papers and records on file in the Action as evidence of the Settlement to support a defense
21 of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense
22 as to the Released Class/PAGA Claims.

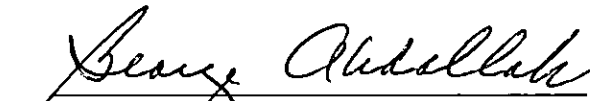
23 24. Without affecting the finality of this Judgment, the Court shall retain continuing
24 jurisdiction over this action and the parties, including all Class Members, and over all matters
25 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
26 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
27 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
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1 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
2 for resolution

3 25. A Final Report Hearing for a final accounting regarding the status of settlement
4 administration is set for January 29, 2025, at 9:00 a.m./p.m. in Department 10A. Class
5 Counsel shall submit a final report on the disbursement of the settlement payments no less
6 than five court days prior to the hearing.

7 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

8 DATED: May 24, 2024

9 
10 HON. GEORGE J. ABDALLAH
11 JUDGE OF THE SUPERIOR COURT