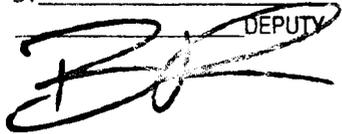


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FILED

JUN 13 2025

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY  DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

MICHAEL JACKSON and MONAE
NEGRETE, individually, and on behalf of all
others similarly situated,

Plaintiff,

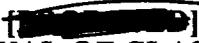
v.

GRASPOINTNER MANAGEMENT CO.,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CV-22-003478 (Lead Case);
Consolidated with CV-22-003484 (*Negrete*)
08/01/2022

Assigned to: Hon. John R. Mayne, Dept. 21

  **FINAL ORDER
OF APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: June 18, 2025
Hearing Time: 8:30 a.m.
Hearing Dept.: "21"
Hearing Judge: Hon. John R. Mayne

Complaint Filed: 08/01/2022
Consolidated Filed: 12/28/2023
Trial Date: None Set

1 controversy; and, (f) that Class Counsel is qualified to serve as counsel for the Class Representatives
2 and the Class. Additionally, the Court certifies, for purposes of the Settlement only, a representative
3 group under the Private Attorneys General Act (“PAGA”) consisting of all persons directly employed
4 by Defendant and classified as a non-exempt employee who worked during the PAGA Period. The
5 PAGA Period means the period from August 1, 2021, through June 20, 2024 (the “PAGA Period”).

6 3. Plaintiffs Monae Negrete and Michael Jackson are hereby confirmed as the Class
7 Representatives, and Wilshire Law Firm, Brandon J. Sweeney of The Sweeney Law Firm, and
8 Jonathan J. Moon of the Law Office of Jonathan Moon are hereby confirmed as Class Counsel.

9 4. The Court finds that the Administrator has implemented the distribution of the Court
10 Approved Class Notice to Class Members in accordance with the Settlement and the Court’s
11 Preliminary Approval Order. The Court finds the Class Notice:

12 a. constitutes notice reasonably calculated to apprise Class Members and
13 Aggrieved Employees of: (i) pendency of the lawsuit; (ii) material terms and provisions of the
14 Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right
15 to exclude themselves from the Settlement; (v) their right to receive settlement payments; (vi) their
16 right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment
17 in the lawsuit, whether favorable or unfavorable, on all Participating Class Members and Aggrieved
18 Employees;

19 b. constitutes notice that fully satisfied the requirements of Code of Civil
20 Procedure section 382, California Rule of Court 3.769, and due process;

21 c. constitutes the best practicable notice to the Class under the circumstances of
22 the lawsuit; and

23 d. constitutes notice reasonable, adequate, and sufficient to the Class.

24 5. The Court finds that no member of the Class (“Class Member”) objected to the
25 settlement, or disputed the Class Pay Period or PAGA Pay Period count assigned to them in the Class
26 Notice issued by the Administrator.

27 6. The Court finds that seven Class Members opted out of the Settlement by sending the
28 Administrator a valid and timely Request for Exclusion. The remaining Class Members are

1 Participating Class Members, bound by the terms of the Settlement and this Judgment. Non-
2 Participating Class Members who are Aggrieved Employees remain bound by this Judgment insofar
3 as it effectuates a release of claims held by Aggrieved Employees under the California Private
4 Attorneys General Act ("PAGA").

5 7. The Court finds that given the absence of objections, and objections being a
6 prerequisite to appeal, this Final Order of Approval of Class Action Settlement and Judgment shall
7 be considered final as of the date this order is signed.

8 8. The Court orders Defendant to deposit the Gross Settlement Amount and any and all
9 employer payroll taxes owed on the Wage Portions of the Individual Class Payments no later than
10 120 after the Effective Date, in conformity with the terms of the Settlement. The Court finds this
11 amount is fair, reasonable, and adequate.

12 9. The Court finds that the Individual Class Payments and Individual PAGA Payments
13 provided for in the Settlement are fair, reasonable, and adequate, and orders the Settlement
14 Administrator to distribute such payments to the Participating Class Members and Aggrieved
15 Employees in conformity with the terms of the Settlement.

16 10. The Court finds that \$10,000.00 Class Representative Service Payments to each of
17 Plaintiffs Monae Negrete and Michael Jackson are appropriate for their risks undertaken and service
18 to the Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
19 Administrator make these payments to Plaintiffs in conformity with the terms of the Settlement.

20 11. The Court finds that the \$983,333.33 Class Counsel Fees Payment ~~and the~~
21 ~~\$20,000.00 Class Counsel Litigation Expenses Payment~~ ^{is} fair, reasonable, and adequate, and
22 orders that the Administrator to distribute such payments to Class Counsel in conformity with the
23 terms of the Settlement. *Costs are set at zero due to procedural issues.*

24 12. The Court finds that payment to the Labor & Workforce Development Agency
25 ("LWDA") in the amount of \$75,000.00 for the LWDA's share of civil penalties under the California
26 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
27 Administrator to make this payment to the LWDA in conformity with the terms of the Settlement.

28 13. The Court finds that payment to the Aggrieved Employees in the amount of

1 \$25,000.00 for Aggrieved Employees' share of civil penalties under PAGA is fair, reasonable, and
2 adequate, and orders the Administrator to make these payments to Aggrieved Employees in
3 conformity with the terms of the Settlement.

4 14. The Court orders the Administrator to make payment to itself in the amount of
5 \$55,000.00 for work it performed in administering this Settlement, finding the sum appropriate for
6 the work performed.

7 15. As of the date this Final Order of Approval of Class Action Settlement and Judgment
8 is signed:

9 a. Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, as of the Effective Date, generally
11 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
12 between or involving the parties through the date of Plaintiff's execution of this Agreement
13 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this
14 Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits,
15 or workers' compensation benefits that arose at any time, or based on transactions or occurrences
16 after the Class Period and/or PAGA Period, whichever date is further into the future.

17 b. All Participating Class Members and all Aggrieved Employees shall be bound
18 by a release of all claims alleged in the Operative Complaint or any of Plaintiffs' PAGA Notice(s),
19 or which could have been alleged based on the facts alleged in the Operative Complaint or any of
20 Plaintiff Monae Negrete's PAGA Notice(s), and which arose during the Class Period and PAGA
21 Period. Without limiting the foregoing, Released Claims shall include any and all claims or causes
22 of action regarding unpaid wages, including but not limited to failure to pay minimum wages, straight
23 time wages, overtime compensation, double-time compensation, and interest; failure to timely pay
24 regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to
25 pay premiums at all or at the correct rate for any violation of meal, rest, and/or recovery period
26 obligations; invalid meal period waivers or on-duty meal period agreements; payment for all hours
27 worked; wage statements and paystubs, including wage statements and paystubs furnished or
28 available in physical, electronic, or other forms; failure to keep accurate records; unfair business

1 practices related thereto; and any and all related penalties, including recordkeeping penalties, wage
2 statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil
3 penalties associated with any of the foregoing. Further, such Released Claims shall include, but are
4 not limited to those claims arising under California Labor Code sections 201, 202, 203, 204, 204b,
5 206, 207, 208, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i), 248.5, 256,
6 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., and 2699 et
7 seq., and/or those arising under the applicable Industrial Welfare Commission Wage Order(s)
8 (including but not limited to subsections 3, 4, 5, 7, 8, 9, 10, 11, 12, 18, and 20 of the applicable Wage
9 Order(s), such as IWC Wage Order 5-2001 [including the provisions of the California Code of
10 Regulations codifying the applicable Wage Order(s)]), California Business Professions Code §17200
11 et seq. (including, without limitation, §§17200 through 17208); California Civil Code sections 3287
12 and 3289; California Code of Civil Procedure section 1021.5; all claimed or unclaimed
13 compensatory, consequential, incidental, liquidated, punitive and exemplary damages, penalties,
14 restitution, interest, costs and attorneys' fees, injunctive or equitable relief, and any other remedies
15 available at law or equity, and other amounts recoverable under said claims under California law;
16 and any related claims under the provisions of the Fair Labor Standards Act (29 USC §§201, et seq.)
17 ("Released Claims").

18 c. The releases described herein are made as to the Released Parties. The
19 Released Parties shall consist of Defendant together with its present and former parents, subsidiaries,
20 affiliated entities, commonly owned or controlled entities, its present and former owners, board
21 members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers,
22 attorneys, representatives, heirs, executors, administrators, successors and assigns, franchisors, and
23 any individual or entity to whom liability for the claims released by Plaintiffs, Released Class Claims,
24 or Released PAGA Claim could be assigned pursuant to Labor Code §558.1, or on a joint-employer,
25 alter-ego, or other vicarious liability theory ("Released Parties").

26 d. The releases described herein, excluding Plaintiffs' release, shall cover the
27 Class Period (for any released class claims) and the PAGA Period (for any claims being released
28 under PAGA), respectively.

1 e. These releases described herein shall subsequently be invalidated if, after the
2 Court's execution of this Final Order of Approval of Class Action Settlement and Judgment,
3 Defendant fails to fund the Gross Settlement Amount and employer-side payroll taxes per the
4 schedule set forth in the Settlement.

5 16. The terms and provisions of this Final Order of Approval of Class Action Settlement
6 and Judgment is binding on Plaintiffs, Participating Class Members, and Aggrieved Employees. The
7 releases set forth herein shall bind such parties and have preclusive effect in all pending and future
8 claims, lawsuits, or other proceedings maintained by or on behalf of such persons to the extent those
9 claims, lawsuits, or other proceedings involve matters released pursuant to the Settlement and this
10 Final Order of Approval of Class Action Settlement and Judgment.

11 17. The Court orders the Administrator to deposit any settlement funds that are uncashed
12 and cancelled after the void date to the Ronald McDonald House Charities Northern California and
13 American Red Cross California Gold Country, in equal amounts, thereby leaving no "unpaid residue"
14 in compliance with California Code of Civil Procedure §384.

15 18. This Final Order of Approval of Class Action and PAGA Settlement and Judgment
16 shall not constitute an admission by Defendant, nor shall it act as a finding on the merits of the matter.

17 19. This document shall constitute a final judgment pursuant to California Rule of Court
18 3.769(h).

19 20. The Court orders the Administrator to provide notice to Participating Class Members
20 and Aggrieved Employees that this Final Order of Approval of Class Notice and PAGA Settlement
21 and Judgment is posted on the Administrator's website.

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21. The Administrator shall file a declaration regarding the disbursement of Settlement funds on or before April 22, 2026, and the date for the Final Report Hearing shall be set for April 30, 2026 at 8:30 a.m. in Department 21.

The declaration shall state the date the checks were mailed, the total number of checks mailed to the Class, the average amount of those checks, the number of checks that remain uncashed, the total value of those uncashed checks, and the nature and date of the disposition of those unclaimed funds.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED

DATED: 6/13/25



HON. JOHN R. MAYNE
Stanislaus County Superior Court Judge