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SACRAMENTO COURTS  
DEPT. #54

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10 and on behalf of all others similarly situated  
and as a representative of aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SACRAMENTO**

13 SEAN OTIS, individually and on behalf of all  
14 others similarly situated,

15 Plaintiff,

16 vs.

17 RAY STONE INCORPORATED, a California  
Corporation, et al.,

18 Defendants.

Case No.: 34-2019-00269952

**[PROPOSED] ORDER RE FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**Date: February 24, 2021**

**Time: 9:00 a.m.**

**Dept.: 54**

Case filed: November 26, 2019

20 Having considered Plaintiff's Motion for Final Approval of Class Action Settlement  
21 and having received no objections to the settlement, and good cause appearing therefor,

22 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 23 1. The Motion for Final Approval of the settlement is granted;  
24 2. The parties to this action are Plaintiff Sean Otis and Defendant Ray Stone

25 Incorporated.

26 3. After participating in an arms' length mediation, Plaintiff and Defendant have  
27 agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to  
28



1 represent. The terms of the proposed settlement are fully set forth in the Stipulation of Class  
2 Action Settlement (the “Settlement Agreement” or “Stipulation”) attached as Exhibit A to  
3 the Declaration of Aaron Gundzik in Support of Motion for Final Approval of Class Action  
4 Settlement.

5 4. This Court has jurisdiction over the subject matter of this action (the  
6 “Action”) and over all parties to the Action, including the Representative Plaintiff and the  
7 Class Members.

8 5. The terms used in this Order have the meaning assigned to them in the  
9 parties’ Settlement Agreement.

10 6. The Court finds that the Settlement Class consists of: All individuals who  
11 worked for Defendant in California as non-exempt employees during the applicable Class  
12 Period (November 26, 2015 through November 1, 2020), including those individuals whose  
13 work originated in and was performed in a temporary position under the auspices of a  
14 staffing company.

15 7. The Settlement Class includes a sub-class that consists of: All non-exempt  
16 employees who worked for Defendant in California as porters or porter-housekeepers and  
17 worked graveyard or swing shifts for Defendant at any time between November 26, 2015  
18 and October 6, 2018, including those individuals whose work originated in and was  
19 performed in a temporary position under the auspices of a staffing company.

20 8. The Settlement Class Period is November 26, 2015 through November 1,  
21 2020.

22 9. In settlement, Defendants will pay the gross amount of \$500,000, plus the  
23 Employer’s Withholding Share. From this gross amount, the parties propose to deduct  
24 \$8,000 in fees to be paid to the Settlement Administrator, a Service and Release Award to  
25 the Representative Plaintiff in the amount of \$15,000 each, Class Counsel’s costs of  
26 \$7,771.45, Class Counsel’s attorneys’ fees of \$175,000 and a payment to the California  
27 Labor and Workforce Development Administration of \$15,000, in settlement of Plaintiff’s  
28 claims under the California Labor Code Private Attorneys General Act (“PAGA”).

1           10.     The amount remaining, after deductions approved by the Court, will be  
2 distributed to Settlement Class Members based on the formula set forth in the Settlement  
3 Agreement.

4           11.     Ann P. Starr properly requested exclusion from the Class and is therefore not  
5 a member of the Settlement Class and is not subject to the terms of this Order.

6           12.     Upon entry of this Order, each and every Released Claim of each Settlement  
7 Class Member is and shall be deemed to be released as against the Released Parties.

8           13.     Neither the settlement, nor any of the terms set forth in the Settlement  
9 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of  
10 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval  
11 Order constitute a finding by the Court of the validity of any of the claims alleged in the  
12 Action, or of any liability of Defendant or any of the other Released Parties.

13           14.     The Court finds that the Notice of Proposed Class Action Settlement (“Notice  
14 of Settlement”) has been mailed to all Class Members as previously ordered by the Court,  
15 and that such Notice of Settlement fairly and adequately described the terms of the proposed  
16 Settlement Agreement, the manner in which the Class Members could object to or  
17 participate in the settlement, and the manner in which Class Members could opt out of the  
18 Class, was the best notice practicable under the circumstances, was valid, due and sufficient  
19 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court  
20 3.769, due process and all other applicable laws. The Court further finds that a full and fair  
21 opportunity has been afforded to Class Members to participate in the proceedings convened  
22 to determine whether the proposed Settlement Agreement should be given final approval.

23           15.     The Court finally approves of the distribution of the Net Settlement Amount  
24 to the Settlement Class Members. Settlement Class Members are not required to submit a  
25 claim form in order to receive payment. Rather, the gross amount paid to each member of  
26 the Class and Sub-Class will be calculated pursuant to the formulas set forth in the  
27 Settlement Agreement, § IV.L.

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1           16.     The Court finds that the Settlement Agreement is fair, reasonable and  
2 adequate as to the Settlement Class, the named Plaintiffs and Defendants, and is the product  
3 of good faith, arms' length negotiations between the parties, and further, that the Settlement  
4 Agreement is consistent with public policy, and fully complies with all applicable provisions  
5 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement  
6 Agreement and specifically approves of the allocation of the Gross Settlement Amount of  
7 \$500,000 ("Gross Settlement Amount"), plus the payment of the employer's share of all  
8 applicable payroll taxes and fees, as follows:

9           a.     The Court approves of the payment of Settlement Administration  
10 Costs of \$8,000 to Phoenix Settlement Administrators;

11           b.     The Court approves of a Service and Release Award in the amount of  
12 \$15,000 to Representative Plaintiff Sean Otis, as payment for his time and efforts in  
13 pursuing this Action, for the risks he has undertaken, and as additional compensation for the  
14 expanded releases he is providing;

15           c.     The Court approves of Class Counsel's attorneys' fees request of  
16 \$175,000, which is 35% of the Gross Settlement Amount, finding that it is reasonable in  
17 light of the benefit provided to the Class;

18           d.     The Court approves of Class Counsel's request for reimbursement of  
19 litigation costs and expenses in the amount of \$7,771.45;

20           e.     The Court approves of a payment to the Labor and Workforce  
21 Development Agency ("LWDA") in the amount of \$15,000 in settlement of claims under  
22 the California Labor Code Private Attorneys General Act ("PAGA");

23           f.     The Court approves of payment of the remainder of the Gross  
24 Settlement Amount (the "Net Settlement Amount"), approximately \$279,228.55, to the  
25 Settlement Class Members, pursuant to the terms of the Stipulation of Class Action  
26 Settlement, Paragraph IV.L, and that all settlement payments be deemed one-third wages, to  
27 be reported on a W-2 form, and two-thirds as interest and penalties.

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1 g. If a Settlement Class Member's settlement check(s) is not cashed  
2 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks  
3 shall be sent to the California State Controller as unclaimed property in the name of the  
4 Settlement Class Member.

5 17. The Court approves of the following implementation schedule for further  
6 proceedings:

- 7 • Settlement Effective Date: Pursuant to Section II(N) of the Settlement  
8 Agreement, the Effective Date is 65 calendar days following the entry of this  
9 Order.
- 10 • Deadline for Defendants to deliver the Gross Settlement Amount of  
11 \$500,000, plus the Employer's Withholding Share to the Settlement  
12 Administrator: Within five business days after the Effective Date.
- 13 • Mailing of Payments to Settlement Class Members: Within ten (10) days of  
14 Defendant's deposit of the Gross Settlement Amount with the Settlement  
15 Administrator.
- 16 • Payment to Class Representative: Within ten (10) days of Defendant's  
17 deposit of the Gross Settlement Amount.
- 18 • Payment to Class Counsel of Class Counsel's attorneys' fees and Class  
19 Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross  
20 Settlement Amount.
- 21 • Payment to the Settlement Administrator: Within ten (10) days of  
22 Defendant's deposit of the Gross Settlement Amount.
- 23 • Final Report from Settlement Administrator: After final distribution of Net  
24 Settlement Fund.

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~~17. A compliance hearing is set for~~  
~~satisfactory compliance status report is filed at least 5 court days before the compliance~~  
~~hearing, no appearances will be required.~~

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CHRISTOPHER E. KRUEGER

Dated: FEB 26 2021

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Hon. Christopher E. Krueger