

FILED / ENDORSED

JAN 24 2020

By E. Brown, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

LILA BURNS, Individually and on behalf of  
all similarly-situated employees of Defendants  
in the State of California,

Plaintiffs,

v.

DRIVELINE RETAIL MERCHANDISING,  
INC., a Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 34-2018-00246691

Unlimited Civil - Amount Demanded  
Exceeds \$25,000.00

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, AN AWARD FOR  
ATTORNEY'S FEES AND COSTS, AND  
SERVICE AWARD; AND JUDGMENT  
ENFORCING THE TERMS OF THE  
SETTLEMENT AND RETAINING  
JURISDICTION**

CLASS ACTION [CCP § 382]

Date: January 24, 2020

Time: 2:00 p.m.

Judge: David I. Brown

Dept.: 53

Trial Date: None set

Complaint filed: December 17, 2018

SHORTLEGAL, APC  
350 10<sup>TH</sup> AVE., SUITE 1000  
SAN DIEGO, CA 92101



1 THE COURT, after notice to the class, held a hearing on January 24, 2020, at 2:00 p.m., for  
2 purposes of determining:

3 1. Whether the proposed Settlement of the claims asserted by Plaintiff on behalf of the  
4 conditionally-certified Class in the above-captioned lawsuit (the "Litigation"), on the terms set forth in  
5 the Stipulated Settlement Agreement and Release of Claims ("Settlement Agreement" or "Settlement"),  
6 and the exhibits thereto, was made in good faith and is fair, reasonable, and adequate and should be  
7 finally approved by the Court;

8 2. Whether, pursuant to the terms of the proposed Settlement, a Judgment should be entered  
9 against of Defendant Driveline Retail Merchandising, Inc. (hereinafter "Defendant" or "Driveline"); and

10 3. If the Settlement is approved, whether the attorney's fees and costs sought by Class  
11 Counsel, and the service award sought by the Class Representative, the claims administrator's fees, and  
12 the PAGA payment should be approved.

13 The Court, having heard all persons properly appearing and requesting to be heard; having  
14 considered the papers submitted in support of the proposed Settlement and the oral presentations of  
15 counsel; having considered all applicable law; and having been advised that no objections and no  
16 requests for exclusions were made to the proposed Settlement finds that the Settlement should be  
17 approved in its entirety and that there is no just reason for delay of the entry of this Final Order  
18 Approving Class Action Settlement. The Final Order adopts and incorporates the Settlement Agreement,  
19 the terms defined therein, and all exhibits thereto.

20 **IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

21 1. The Court finds that it has personal jurisdiction over all members of the Class, and that  
22 it has subject matter jurisdiction over all claims being settled and to approve the Settlement Agreement  
23 and all exhibits thereto.

24 2. The Court gives Final Approval to the Settlement as fair, reasonable, and adequate as to  
25 each of the Parties, and consistent and in compliance with all requirements of California law, as to, and  
26 in the best interest of, each of the Parties and the members of the Class, and directs the Parties and their  
27 counsel to implement and consummate the Settlement Agreement in accordance with its terms and  
28 provisions. The relief with respect to the Class is appropriate, as to the individual members of the Class

1 and as a whole.

2 3. The Court finds that the notice program implemented pursuant to the Settlement  
3 Agreement, including the procedures approved by the Court's October 17, 2019 Order (i) constituted  
4 the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members  
5 of the Class of the pendency of the Litigation, their right to object or exclude themselves from the  
6 proposed Settlement, and to appear at the Final Approval Hearing, and their right to seek monetary and  
7 other relief, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons  
8 entitled to receive notice, and (iv) met all applicable requirements of due process and any other  
9 applicable requirements under California law.

10 4. Solely for the purposes of effectuating the Settlement, this Court has concluded that  
11 certification of the Class is appropriate and hereby certifies the Class defined below (and in the  
12 Settlement Agreement) and further concludes that this definition is sufficient for purposes of California  
13 Rules of Court 3.765(a) and 3.771 and that the Settlement Agreement is binding on all Class Members  
14 of the class set forth in the Settlement Agreement (and as defined as follows):

15 Settlement Class:

16 All current and former employee who were employed by Defendant Driveline Retail  
17 Merchandising, Inc in the State of California as merchandisers or jobs with similar titles at  
any time between August 28, 2015 through October 17, 2019. (The "Settlement Class")

18 5. The Court finds that Plaintiff and Class Counsel adequately represented the Class for the  
19 purpose of entering into and implementing the Settlement.

20 6. The Court finds that no objections were submitted to the Settlement, and no individuals  
21 opted out.

22 7. The Court adjudges that upon the Effective Date Plaintiff and the participating Class  
23 Members have fully, finally, and conclusively compromised, settled, discharged, dismissed, and  
24 released any and all Released Claims as provided in the Settlement Agreement. Nothing in this Final  
25 Order nor any aspect of this Settlement is to be offered as evidence of, or construed or deemed as an  
26 admission of, liability, culpability, negligence, or wrongdoing on the party of any Defendant or its  
27 employees, agents or any related entity. Without limiting the generality of the foregoing, nothing about  
28 this Final Order or the settlement shall be offered or construed as an admission or evidence of the

1 propriety or feasibility of certifying a class in this lawsuit or any other action for adversarial, rather than  
2 settlement, purposes and nothing herein shall be offered or construed as an admission or evidence of  
3 impropriety or wrongdoing by Defendants.

4 8. The Court approves the Settlement in the amount of \$1,280,000. The Court further  
5 approves the payment to Class Counsel of attorney's fees in the amount of \$426,666.67 collectively  
6 (\$213,333.335 to ShortLegal, APC and \$213,333.335 to Law Office of Kira M. Rubel, PLLC) and  
7 reimbursement of litigation costs in the amount of \$16,940.17. The attorney's fees and litigation  
8 expenses shall be paid in accordance with the terms of the Settlement to a Qualified Settlement Fund as  
9 defined under Section 486B of the Internal Revenue Code. Counsel may choose to receive attorney's  
10 fees in periodic payments via a structured settlement. The Court authorizes the Class Administrator to  
11 execute document and take such actions as may be necessary to effectuate any such structured settlement  
12 at Plaintiff's counsel expense. The Parties are to bear their own attorney's fees and costs except as  
13 otherwise provided in this paragraph pursuant to the settlement. The Court further approves payment  
14 of the individual service award in amount of \$7,500 for the Class Representative Lila Burns be paid out  
15 of the Gross Fund Value Amount in recognition of her services on behalf of the Class in this Action  
16 which is in addition to her payments as a participating claimant. The service award shall be paid in  
17 accordance with the terms of the Settlement.

18 9. The Court further approves payment as and for the PAGA recovery in the amount of  
19 \$15,000.00 of which 75% (\$11,250) shall be forwarded to the Labor and Workforce Development  
20 Agency, and of which the remaining 25% (\$3,750) shall be distributed to the Class Members as provided  
21 in the Settlement Agreement.

22 10. The Court approves the payments to Participating Class Members according to the terms  
23 set forth in the Settlement and in accordance with the terms of the Settlement. Defendant shall be  
24 responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each  
25 Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any  
26 applicable taxes which may be owed on the portion of his or her Settlement Payment or Class  
27 Representative Service Award.

28 11. The Court approves the payment to Claim Administrator, Phoenix Class Action

1 Administration Solutions in the amount of \$9,000.00 for its services associated with the administration  
2 of this Settlement.

3 12. Without affecting the finality of the Final Order for purposes of appeal, the Court reserves  
4 jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement,  
5 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other  
6 necessary purposes.

7  
8 **IT IS SO ORDERED.**

9  
10 Dated: JAN 24 2020

DAVID I. BROWN

11 HON. DAVID I. BROWN  
12 JUDGE OF THE SUPERIOR COURT