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13 individual and on behalf of all employees similarly
14 situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF RIVERSIDE**

17 HILDA CEDILLO, as an individual and on
18 behalf of all similarly situated employees,

19 Plaintiff,

20 v.

21 INDEPENDENT OPTIONS, INC., a
22 California corporation; and DOES 1 through
23 50, inclusive,

24 Defendants.

Case No.: RIC1809027

**AMENDED ~~[PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Assigned for all purposes to:
Hon. Harold Hopp, Dept.: 10

Date: August 12, 2022
Time: 8:30 a.m.
Dept: 10

Complaint Filed: May 17, 2018
Trial Date: None Yet Set

1 **AMENDED [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the Preliminary
3 Approval Order dated December 6, 2021, for final approval of the Settlement as set forth in the Joint
4 Stipulation of Settlement and Release of Claims (the “Settlement” or “Settlement Agreement”), and
5 the Court having considered all papers filed and the proceedings had and otherwise being fully
6 informed, **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
7 **ORDERS:**

8 1. This Order incorporates by reference the definitions in the Settlement Agreement and
9 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
10 Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties
12 to this litigation, including the Plaintiff and Class Members.

13 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator,
14 Phoenix Class Action Administration Solutions, mailed a Notice of Settlement to all known Class
15 Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class
16 Members of the terms of the proposed Settlement and the benefits available to Class Members
17 thereunder. The Notice of Settlement further informed Class Members of the pendency of the Action,
18 of the proposed Settlement, of Class Members’ right to receive their share of the Settlement (if
19 approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the
20 proposed Settlement, of exclusion and objection timing and procedures, of the date of the Final
21 Approval Hearing, and of the right to file documentation in support of or in opposition to the
22 Settlement and to appear in connection with the Final Approval Hearing. Class Members had adequate
23 time to consider this information and to use the procedures identified in the Notice. The Court finds
24 and determines that this notice procedure afforded adequate protections to Class Members and
25 provides the basis for the Court to make an informed decision regarding approval of the Settlement
26 based on the responses of Class Members. The Court finds and determines that the Notice provided
27 in the Action was sufficient, which satisfied the requirements of law and due process.
28

1 4. In response to the Notice of Settlement, zero (0) Class Members objected to the
2 Settlement and four (4) Class Members submitted a Request for Exclusion from the Settlement. The
3 four (4) opt-outs are: Katheleen Cole, Victorina Deiparine, Monica Flores, and Tenaye Mergissa.

4 5. The Court finds that the Settlement offers significant monetary recovery to Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability and damages issues. The Court further finds that the Parties have
7 conducted extensive and costly investigation, formal and informal discovery, research and litigation
8 such that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions
9 at this time. The Court finds that the proposed Settlement, at this time, will avoid substantial additional
10 costs by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action.
11 The Court further finds that the Parties reached the Settlement as the result of intensive, serious and
12 non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the
13 Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable
14 and directs the Parties to effectuate the Settlement according to its terms.

15 6. The Maximum Settlement Amount of four hundred thousand dollars (\$400,000.00)
16 shall be provided by Defendant within fifteen (15) business days of the Court granting Final Approval
17 of the Settlement.

18 7. The Court hereby orders the Settlement Administrator to distribute the Individual
19 Settlement Award payments to Settlement Class Members who did not submit a timely Request for
20 Exclusion in accordance with the provisions of the Settlement Agreement, and shall remain valid for
21 a period of 180 calendar days. Any envelopes transmitting a settlement distribution to a Class Member
22 shall state "YOUR CLASS ACTION SETTLEMENT CHECK ENCLOSED."

23 8. The Settlement Administrator shall mail a reminder postcard to any Class Member
24 whose settlement distribution check has not been negotiated within sixty (60) days after the date of
25 mailing.

26 9. If (i) any of the Class Members are current employees of Defendant, (ii) the distribution
27 mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii)
28 the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator

1 shall arrange with the Defendant to have those distributions delivered to the employees at their place
2 of employment.

3 10. All Participating Class Members, regardless of whether or not they cash their Individual
4 Settlement Award check(s), will be bound by the releases detailed in this Settlement Agreement.
5 Participating Class Members must cash or deposit their Individual Settlement Share checks within one
6 hundred and eighty (180) calendar days after the checks are mailed to them. If any checks remain
7 uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will
8 submit the amount of the uncashed or not deposited payments to the California State Controller's
9 Office as unclaimed property in the name of the Class Member who did not cash his or her check.

10 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
11 confirms the appointment of Plaintiff Hilda Cedillo as the class representative for the Class Members.
12 Further, the Court finally approves a Service Enhancement Payment to Plaintiff Hilda Cedillo, as fair
13 and reasonable, in the total amount of five thousand dollars (\$5,000.00). The Court hereby orders the
14 Settlement Administrator to distribute the Enhancement Award to Plaintiff Hilda Cedillo in
15 accordance with the provisions of the Settlement. No other individual or former named Plaintiff in
16 this action shall receive an Enhancement Award.

17 12. For purposes of this Final Approval Order and this Settlement only, the Court hereby
18 confirms the appointment of Mahoney Law Group as Class Counsel for the Class Members. Further,
19 the Court finally approves a Class Counsel Fees and Costs Award, as fair and reasonable, of one
20 hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$133,333.33)
21 for attorneys' fees and ten thousand dollars (\$10,000.00) for costs. Class Counsel's receipt of the
22 Class Counsel Fees and Costs Award shall fully satisfy all fees and litigation costs incurred by Class
23 Counsel that represented Plaintiff and Class Members in the Action. Defendant's payment of the
24 Court-awarded attorneys' fees and costs shall constitute full satisfaction of Defendant's obligation to
25 pay any person, attorney, or law firm for attorneys' fees, costs, and expenses incurred on behalf of the
26 Plaintiff and the Class Members. The Court hereby orders the Settlement Administrator to distribute
27 the Class Counsel Fees and Costs Award payment to Class Counsel in accordance with the provisions
28 of the Settlement Agreement.

1 13. For purposes of this Final Approval Order and this Settlement only, Class Counsel,
2 Mahoney Law Group, APC, has entered into a written fee-split agreement with the Law Offices of
3 Golden & Timbol, which provides that the distribution of attorneys' fees awarded by the Court
4 (\$133,333.33) will be 80% to Mahoney Law Group, APC, and 20% to the Law Offices of Golden &
5 Timbol. Mahoney Law Group, APC will receive attorneys' fees in the amount of one hundred six
6 thousand six hundred sixty-six dollars and sixty-six cents (\$106,666.66), and the Law Offices of
7 Golden & Timbol will receive attorneys' fees in the amount of twenty-six thousand six hundred sixty-
8 six dollars and sixty-six cents (\$26,666.66). Plaintiff and Class Members are not responsible for paying
9 any additional attorneys' fees.

10 14. For purposes of this Final Approval Order and this Settlement only, the Court hereby
11 confirms the appointment of Phoenix Class Action Administration Solutions as the Settlement
12 Administrator to administer the Settlement of this matter as more specifically set forth in the
13 Settlement Agreement and further finally approves Settlement Administration Costs, as fair and
14 reasonable, of ten thousand dollars (\$10,000.00).

15 15. As of the Response Deadline, all Settlement Class Members who did not submit a
16 timely and valid Request for Exclusion shall be deemed to have released the Released Parties from all
17 Released Claims, as defined in the Settlement Agreement.

18 16. After Settlement administration has been completed in accordance with the Settlement
19 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
20 Settlement.

21 17. Neither this Final Approval Order, the Settlement Agreement, nor any document
22 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as,
23 or may be used by Plaintiff as an admission by or against Defendants or any of the other Released
24 Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of
25 the validity of any claims in the Action or of any wrongdoing by Defendants or any of the other
26 Released Parties. The entering into or carrying out of the Settlement Agreement, and any negotiations
27 or proceedings related thereto, shall not in any event be construed as an admission or concession with
28 regard to the denials or defenses by Defendants or any of the other Released Parties and shall not be

1 offered in evidence by Plaintiff against Defendants or any of the Released Parties in any action or
2 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than
3 to enforce the provisions of this Final Approval Order, the Settlement Agreement, or any related
4 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the
5 Action or in any other proceeding this Final Approval Order, the Settlement Agreement, or any other
6 papers and records on file in the Action as evidence of the Settlement and to support a defense of res
7 judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or
8 similar defense.

9 18. If the Settlement does not become final and effective in accordance with the terms of
10 the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to
11 Defendants consistent with the terms of the Settlement, then this Final Approval Order and all orders
12 entered in connection herewith, shall be rendered null and void and shall be vacated.

13 19. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and
14 in accordance with the terms set forth in the Settlement Agreement. The Settlement Administrator
15 shall provide notice of this judgement by posting a copy of this order on the website specified in the
16 Class Notice.

17 20. Without affecting the finality of this Final Approval Order in any way, this Court
18 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the
19 Settlement and all orders and judgments entered in connection therewith.

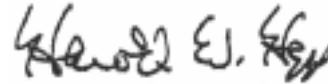
20 21. A Final Report (Nonappearance) Hearing is hereby set for ~~01/14/2022~~ ^{Revised 1/14/2022} ~~01/14/2022~~ ^{1/14/2022}. A
21 report pursuant to Code of Civil Procedure section 384, subdivision (b), shall be filed within five (5)
22 court days of the nonappearance hearing and shall be in the form of a declaration from the Settlement
23 Administrator or other declarant with personal knowledge of the facts. The report shall be in the form
24 of a declaration from the Settlement Administrator or other declarant with personal knowledge of the
25 facts, and to describe (i) the date the checks were mailed, (ii) the total number of checks mailed to
26 class members, (iii) the average amount of those checks, (iv) the number of checks that remained
27 uncashed and were redistributed, (v) the total value of those uncashed checks, (vi) the average amount
28 of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds. If

1 applicable, the proposed amended judgment shall require counsel for Plaintiff to send a copy of any
2 amended judgment which distributes funds to a *cy pres* recipient to the Judicial Council in compliance
3 with CCP Section 384.5. Further the correspondence by counsel shall include a cover letter providing
4 the Judicial Council with the information required pursuant to Government Code Section 68520. Proof
5 of Service shall be filed with the court within 15 days of the filing of the judgment.

6 22. This document shall constitute a Judgment for purposes of California Rule of Court
7 3.769(h).

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9 **IT IS SO ORDERED.**

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11 Dated: 08/26/2022



12 HON. HAROLD HOPP
13 JUDGE OF THE SUPERIOR COURT
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