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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

12 MARTHA LIZAOLA, as an individual and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 HAWAIIAN HOST CANDIES OF L.A., INC., a
17 California corporation; and DOES 1 through
18 100,

19 Defendants.

Case No. 21STCV20136

[Assigned for all purposes to Hon. Carolyn
B. Kuhl, Dept. SSC-12]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 20, 2023
Time: 10:30 a.m.
Dept.: SSC-12

Complaint Filed: May 27, 2021
Trial Date: None

FILED
Superior Court of California
County of Los Angeles

06/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 **PROPOSED ORDER & JUDGMENT**

2 The Motion of Plaintiff Martha Lizaola (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on June 20, 2023, at 10:30
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
7 considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), and
8 the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
11 a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
12 arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant
19 in California from May 27, 2017 until August 17, 2022 (the “Class Period”),
and who did not sign a “Separation Agreement and General Release.”

20 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Sean M.
21 Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are hereby confirmed as Class
22 Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on January 24, 2023, and the notice process has been completed
25 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds
26 that said notice was the best notice practicable under the circumstances. The Class Notice
27 provided due and adequate notice of the proceedings and matters set forth therein, informed
28 Settlement Class members of their rights, and fully satisfied the requirements of California Code

1 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement, that
3 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
4 the Settlement supports final approval.

5 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
6 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
7 terms.

8 7. For purposes of settlement only, the Court finds that: (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
13 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
14 interests of the Settlement Class members; (e) a class action is superior to other available methods
15 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
16 counsel for the Class Representative and the Settlement Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Settlement Payments, as provided for in the Settlement,
20 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
21 Individual Settlement Payments in conformity with the terms of the Settlement.

22 10. The Court orders that the Maximum Settlement Amount of \$140,000.00 shall be
23 deposited by Defendant with the Settlement Administrator, Phoenix Settlement Administrators,
24 within thirty (30) calendar days of the Effective Date.

25 11. The Court finds that a Class Representative Enhancement Payment in the amount
26 of \$7,500.00 to Plaintiff is appropriate for Plaintiff's risks undertaken and her service to the
27 Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that
28 the Settlement Administrator make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys’ fees in the amount of \$46,666.66, and litigation,
2 costs of \$10,795.71 for Class Counsel, are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$5,500.00 from
6 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
7 work done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency (“LWDA”) in the amount of \$7,500.00 for its share of the settlement of
10 Plaintiff’s representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after 180 days after they are mailed shall be directed to the State of California’s Unclaimed
16 Property Fund, in the name of the Settlement Class member who did not cash their checks.

17 16. As of the date that: (i) the Effective Date occurs and (ii) the complete funding of
18 the Maximum Settlement Amount, Plaintiff and every member of the Settlement Class will release
19 and discharge Defendant and any of its parents, owners, subsidiaries, affiliates, predecessors or
20 successors, and all agents, employees (current and former), officers, directors, insurers and
21 attorneys (“Released Parties”) from liability for all claims that were pled in the operative SAC,
22 or which could have been pled in the operative SAC, based on the factual allegations therein, that
23 arose during the Class Period, including but not limited to claims regarding meal periods, rest
24 periods, calculation and payment of meal and rest period premiums, unpaid wages and overtime,
25 calculation of unpaid wages and overtime (including regular rate), minimum wages, pre and post-
26 shift work, timely payment of wages and final wages, wage statements, recordkeeping, waiting
27 time penalties, improper notice under the federal Worker Adjustment and Retraining Notification
28 Act (“WARN”) and/or California WARN Act, and violations of California’s Unfair Competition

1 Law (Cal. Bus. & Prof. Code && 17200, et seq.) whether sought under statute, tort, contract or
2 as an unfair business practice, and the Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.
3 (“Released Claims”). This release shall run from May 27, 2017 to August 17, 2022. In addition,
4 upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiff and all
5 current and former non-exempt employees who worked for Defendant in California from May 27,
6 2020 until August 17, 2022 (the “PAGA Period”) (regardless of whether they opt-out) will release
7 and discharge the Released Parties from any and all claims under the PAGA premised on the facts
8 and/or theories alleged in Plaintiff’s letter to the LWDA dated May 27, 2021, that arose during
9 the PAGA Period (the “PAGA Release”).

10 17. This document shall constitute a final judgment pursuant to California Rule of
11 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
12 approval hearing, the court must make and enter judgment. The judgment must include a provision
13 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
14 The court may not enter an order dismissing the action at the same time as, or after, entry of
15 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
16 and this Judgment.

17 18. Plaintiff shall file a disbursement declaration on or before April 1, 2024. A non-
18 appearance case review re filing of disbursement declaration is hereby set for 09:00,
19 2024 at _____ a.m./p.m.

20 **IT IS SO ORDERED.**

21 Dated: 06/20/2023, 2023



Handwritten signature of Carolyn B. Kuhl in black ink.

Carolyn B. Kuhl / Judge
Honorable Carolyn B. Kuhl
Judge of the Superior Court