

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CELIA NAVARRETE, an individual,  
on behalf of herself and all others  
similarly situated,

Plaintiff,

v.

UKG INC., a Delaware corporation;  
and, DOES 1 through 20, inclusive,

Defendants.

Case No. 8:23-cv-00862-HDV-ADS

**[PROPOSED] ORDER AND  
JUDGEMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES AND COSTS**

Judge: Hon. Hernan D. Vera  
Magistrate Judge: Autumn D. Spaeth  
Courtroom: 5B

Hearing Date: October 10, 2024  
Time: 10:00 a.m.

The Court having held a Final Approval Hearing in this Action on October 10, 2024, notice of the Final Approval Hearing having been duly given in accordance with this Court's Order Re: Motion for Preliminary Approval of Class Action and Representative Settlement [Dkt. No. 38]; 1) Preliminarily and conditionally approving the Settlement Class; 2) Preliminarily and conditionally

1 approving the PAGA Group Members; 3) Setting a Final Approval Hearing; and  
2 4) Approving the Notice Packet (“Preliminary Approval Order”), and having  
3 considered all matters submitted to it at the Final Approval Hearing and  
4 otherwise, and finding no just reason for delay in entry of this Final Judgment and  
5 good cause appearing therefore,

6 It is hereby ORDERED, ADJUDGED AND DECREED as follows:

7 1. The Amended Stipulation, Settlement, and Release of Class Action  
8 and Private Attorneys General Act Claims (the “Settlement Agreement”), and the  
9 definition of words and terms contained therein are incorporated by reference in  
10 this Order. The terms of this Court’s Preliminary Approval Order are also  
11 incorporated by reference in this Order.

12 2. This Court has jurisdiction over the subject matter of this litigation  
13 and over all Parties to this litigation.

14 3. The Court certifies, for settlement purposes only the Settlement  
15 Class defined as “all current and former non-exempt employees who worked for  
16 Defendant in the State of California during the Class Period,<sup>1</sup>” who will be bound  
17 by this Final Judgment.

18 4. Further, the PAGA Group Members bound by this Final Judgment  
19 include “all current and former non-exempt employees who worked for  
20 Defendant in the State of California during the PAGA Period.”<sup>2</sup>

21 5. Set forth in Paragraph 8 of the Declaration of Kevin Lee (“Lee  
22 Declaration”), filed concurrently herewith, no requests for exclusion from the  
23 class settlement were submitted by Settlement Class Members  
24

25 <sup>1</sup> The Class Period is April 11, 2019 through January 16, 2024. See Settlement  
26 Agreement § F and Order Granting Motion for Preliminary Approval of Class  
27 Action and Representative Settlement [Dkt. No. 38], ¶ 3.

28 <sup>2</sup> The PAGA Period is April 20, 2022 through January 16, 2024. See Settlement  
Agreement § W; and Order Granting Motion for Preliminary Approval of Class  
Action Settlement [Dkt. No. 38], ¶ 4.

1           6.     Set forth in Paragraph 9 of the Lee Declaration, there were no  
2 objections to the Settlement.

3           7.     The Court hereby finds that the Settlement Agreement is the product  
4 of arm's length settlement negotiations between Plaintiff, Class Counsel and  
5 Defendant.

6           8.     The Court hereby finds and concludes that the Notice Packet was  
7 disseminated to the Settlement Class in accordance with the terms set forth in the  
8 Settlement Agreement, and that the Notice Packet and its dissemination were in  
9 compliance with this Court's Preliminary Approval Order.

10          9.     The Court further finds and concludes that the Notice Packet set  
11 forth in the Settlement Agreement fully satisfies Rule 23 of the Federal Rules of  
12 Civil Procedure and the requirements of due process, was the best notice  
13 practicable under the circumstances, provided individual notice to the Settlement  
14 Class who could be identified through reasonable effort, and support the Court's  
15 exercise of jurisdiction over the Settlement Class as contemplated in the  
16 Settlement and this Order.

17          10.    The Court hereby finally approves the Settlement Agreement and the  
18 Settlement contemplated thereby, and finds that the terms constitute, in all  
19 respects, a fair, reasonable, and adequate settlement as to all Settlement Class  
20 Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and  
21 directs its consummation pursuant to its terms and conditions.

22          11.    This Court hereby dismisses this Action with prejudice, without  
23 costs to any party, except as expressly provided for in the Settlement Agreement.

24          12.    Upon the Effective Date and Conditions Precedent, the Plaintiff and  
25 each and every one of the Settlement Class Members unconditionally, fully, and  
26 finally releases and forever discharges the Released Parties from the Released  
27 Class Claims.

28          13.    Upon the Effective Date and Conditions Precedent, Plaintiff as a

1 representative of the State of California and on behalf of the Labor and  
2 Workforce Development Agency (LWDA) unconditionally, fully, and finally  
3 release and forever discharge the Released Parties from the Released PAGA  
4 Claims. PAGA Group Members will be bound to the Judgment entered by the  
5 Court as to the Released PAGA Claims.

6 14. The Settlement Agreement (including, without limitation, its  
7 exhibits) and any and all negotiations, documents, and discussions associated  
8 with it, shall not be deemed or construed to be an admission or evidence of any  
9 violation of a statute, law, rule, regulation or principle of common law or equity,  
10 of any liability or wrongdoing, or of the truth of any of the claims asserted by  
11 Plaintiffs in the Action, and evidence relating to the Settlement Agreement shall  
12 not be discoverable or used, directly or indirectly, in any way, whether in the  
13 Action or in any other action or proceeding, except for purposes of enforcing the  
14 terms and conditions of the Settlement Agreement, the Preliminary Approval  
15 Order, and/or this Order.

16 15. The Court finally approves Verum Law Group, APC (“VLG”), as  
17 adequate counsel and approves Class Counsel’s application for \$137,363.01 in  
18 attorneys’ fees and \$13,250.03 in costs.

19 16. The Court finally approves Plaintiff as an adequate Class  
20 Representative, and approves her Service Award in the amount of \$10,000.

21 17. The Court approves the payment to the LWDA of \$15,000 and the  
22 remaining \$5,000 payable to PAGA Group Members.

23 18. The Court approves the payment to the Settlement Administrator in  
24 the amount of \$14,250.

25 19. Finding that there is no just reason for delay, the Court orders that  
26 this Final Judgment and Order of dismissal shall constitute a final judgment  
27 pursuant to Rule 54 of the Federal Rules of Civil Procedure. The clerk of the  
28 Court is directed to enter this Order on the docket forthwith.

1           20.     Without affecting the finality of this Final Judgment and Order of  
2 dismissal in any way, this Court retains continuing jurisdiction over the  
3 administration of the Settlement Agreement.

4           **IT IS SO ORDERED.**

5 Dated: October 10, 2024



---

6           Hernán D. Vera  
7           U.S. DISTRICT COURT JUDGE

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28