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FILED
KERN COUNTY
DEC 6 2024

BY _____ DEPUTY

ENDORSED

7 Attorneys for Plaintiff
8 REGINA RENEE BLACKWELL,
9 individually, and on behalf of others
10 similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF KERN, METROPOLITAN DIVISION

13 REGINA RENEE BLACKWELL,
14 individually, and on behalf of others similarly
15 situated,

16 Plaintiff,

17 vs.

18 COMMUNITY ACTION PARTNERSHIP OF
19 KERN, a corporation, and DOES 1 through
20 50, inclusive,

21 Defendants.

Case No. BCV-20-103035-TSC

[Assigned for all purposes to the
Honorable Thomas S. Clark, Dept. 17]

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

Complaint Filed: December 30, 2020
Trial Date: None set

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1 ORDER

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) filed by
3 Plaintiff Regina Renee Blackwell (“Plaintiff”) in the above-captioned matter, *Regina Renee Blackwell*
4 *v. Community Action Partnership of Kern*, (Kern County Superior Court Case No. BCV-20-103035-
5 TSC), came before this Court on December 6, 2024 at 8:30 a.m. Having reviewed Plaintiff’s Motion,
6 the Declaration of Dalia Khalili and exhibits thereto, including the Class Action and PAGA Settlement
7 Agreement (“Settlement” or “Agreement”), the Declaration of Plaintiff Regina Renee Blackwell, the
8 Declaration of Chantal Soto-Najera on behalf of the Administrator, and all other papers submitted in
9 support of and in opposition to the Motion, and for good cause appearing, the Court hereby finds and
10 ORDERS as follows:

11 1. The Court, for purposes of this Final Order and Judgement (“Judgment”), adopts all
12 defined terms as set forth in the Settlement.

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
14 Participating Class Members, and Defendant Community Action Partnership of Kern (“Defendant”).

15 3. The Court finds that the Settlement was made and entered into in good faith and hereby
16 approves the Settlement as fair, adequate, and reasonable to Participating Class Members pursuant to
17 California Code of Civil Procedure § 382. The Settlement and all its terms and provisions are fully and
18 finally approved as fair, reasonable, and adequate and in the best interest of the Parties. The Parties are
19 hereby directed to implement the Settlement according to its terms and provisions.

20 4. It appears to the Court that: (1) the Settlement amount is fair and reasonable to the
21 Class Members when balanced against the probable outcome of further litigation elation to class
22 certification, liability, and damages issues and potential appeals; (2) the Settlement has been reached
23 as a result of intensive, serious and non-collusive arms-length negotiations; (3) the parties have
24 conducted thorough investigation and research, and the attorneys for the parties are able to reasonably
25 evaluate their respective positions; (4) settlement at this time will avoid additional substantial costs, as
26 well as avoid the delay and risks that would be presented by the further prosecution of the action.
27 Thus, the Court finds that the Settlement was entered into in good faith and that the risks of further
28 prosecution are substantial.

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5. The Court, for settlement purposes only, certifies a Class defined as follows:

All persons who were employed by Defendant Community Action Partnership of Kern in California as hourly-paid or non-exempt employees at any time during the Class Period of December 30, 2016 though April 1, 2024.

6. The notice provided to the Class Members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.759, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein. The Court also finds that the notice constitutes notice reasonably calculated, under the circumstances, to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to appear at the Final Approval Hearing; and (vi) binding effect of the orders and judgment, whether favorable or unfavorable, on Class Members who do not opt out of the Settlement by submitting timely and valid Requests for Exclusion. The notice fully satisfies the requirements of due process.

7. The Court finds that zero Class Members have objected to the Settlement.

8. The Court finds the following Class Members requested exclusion from the settlement: Michael Lackman, Karen Meeks, and Melisa Olea-Gonzalez. These individuals are hereby excluded from the Settlement and are not bound by the Released Class Claims as set forth in the Agreement.

9. Upon the funding of the entire Gross Settlement Amount and Employer Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from (i) all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the Class

1 Period facts stated in the Operative Complaint and ascertained in the course of the Action including
2 any and all claims for: (1) failure to provide required meal periods (including, but not limited to, first
3 and second meal periods and alleged failures due to rounding, off-the-clock work, remaining on
4 premises or on-duty during meal periods, untimely, short, interrupted, or otherwise non-compliant
5 meal periods); (2) failure to provide required rest periods (including, but not limited to, alleged failures
6 due to rounding, off the-clock work, remaining on premises or on-duty during rest periods, untimely,
7 short, interrupted, or otherwise non-compliant rest periods); (3) failure to pay overtime wages; (4)
8 failure to pay minimum wages (including, but not limited to, alleged failures due to rounding or off-
9 the-clock work); (5) failure to pay all wages due to discharged and quitting employees; (6) failure to
10 maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to
11 indemnify employees for necessary expenditures incurred in discharge of duties (including, but not
12 limited to, alleged failures to reimburse employees for necessary expenditures or losses, such as
13 personal cell phones, personal vehicles, purchase and maintenance of tools and supplies, uniforms, and
14 other travel expenses); and (9) unfair and unlawful business practices arising out of the violations
15 referenced in the Action (“Released Class Claims”). To the extent based on facts alleged on the
16 Operative Complaint or the PAGA Letter, the Released Class Claims encompass, but are not limited
17 to, all claims pursuant to the applicable IWC Wage Order (including Wage Order 4-2001), and Labor
18 Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558,
19 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802. Except as set forth in Section 6.3
20 of the Agreement, Participating Class Members do not release any other claims, including claims for
21 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
23 occurring outside the Class Period.

24 10. Upon the funding of the entire Gross Settlement Amount and Employer Taxes, all
25 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
26 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
27 Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the
28 PAGA, that Aggrieved Employees have had, now have, or may have in the future against Released

1 Parties based on acts or omissions occurring during the PAGA Period and based on the PAGA Period
2 facts pleaded in the Action or the PAGA Notice, including, but not limited to, any and all claims for
3 PAGA penalties pursuant to Wage Order 4-2001 and Labor Code §§ 200, 201, 202, 203, 204, 206.5,
4 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194,
5 1197, 1197.1, 1198, 1199, 2800, 2802. Any Aggrieved Employees who submit a valid and timely
6 Request for Exclusion are still entitled to their Individual PAGA Payment and have no right or ability
7 to opt out of the portion of this Settlement releasing the Released PAGA Claims.

8 11. "Released Parties" means Defendant and each of its former, future, and present parent,
9 joint ventures, and affiliated corporations and partnerships; their directors, officers, shareholders,
10 owners, members, managers, partners, customers, employees, agents, attorneys, insurers, predecessors,
11 successors, assigns, subsidiaries; and any other individuals, entities, successors, assigns, or legal
12 representatives who could be liable for any of the Released Claims.

13 12. The terms and provisions of the Agreement and this Order and Judgment are binding on
14 the Settlement Class Members, as well as their heirs, executors and administrators, successors, and
15 assigns.

16 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the
17 methodology used to calculate and pay each Participating Class Member's Individual Settlement
18 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual
19 Settlement Awards to Participating Class Members in accordance with the terms of the Settlement
20 Agreement.

21 14. The Court approves the Gross Settlement Amount and hereby enters judgment against
22 Defendant in the amount of \$412,500. Pursuant to this Judgment, Matern Law Group, PC is awarded
23 attorneys' fees in the amount of \$137,500, which shall be paid from the Gross Settlement Amount.

24 15. Pursuant to this Judgment, Matern Law Group, PC is awarded litigation costs and
25 expenses in the amount of \$20,491.69, which shall be paid from the Gross Settlement Amount.

26 16. The Court hereby approves the Class Representative Service Payment in the amount of
27 \$7,500 to Plaintiff Regina Renee Blackwell, for her time and effort in bringing and presenting the
28 Action and for her general release of all claims against the Released Parties. This award shall be paid

1 from the Gross Settlement Amount.

2 17. The Court hereby approves the PAGA settlement in the amount of \$20,000. These
3 penalties shall be paid from the Gross Settlement Amount with 75% which is Fifteen Thousand
4 Dollars (\$15,000) to be paid to the California Labor and Workforce Development Agency and 25%
5 which is Five Thousand Dollars (\$5,000) to be paid to the Aggrieved Employees.

6 18. The Court hereby approves the Administration Expenses Payment in the amount of
7 \$21,000 to be paid to CPT Group, Inc. from the Gross Settlement Amount.

8 19. The Settlement is not an admission by Defendant, nor is this Judgment a finding of
9 validity of any claims asserted in this Action or of any wrongdoing by Defendant.

10 20. Nothing in the Settlement or this Judgment purports to extinguish or waive Defendant's
11 rights to oppose or contest the merits of the claims asserted in this Action, or class treatment of these
12 claims in this Action, or the adequacy as Class Representative, if the Agreement fails to become final
13 or effective.

14 21. All Participating Class Members shall be bound by the Settlement and this Judgment,
15 including the release as set forth in the Settlement.

16 22. Pursuant to California Rules of Court Rule 3.771(b), notice of this Judgment shall be
17 provided to the Class Members by the Settlement Administrator by posting it on the Settlement
18 Administrator's website for at least one hundred eighty (180) days within ten (10) days of the date
19 Judgment is entered.

20 23. At least five (5) calendar days prior to the deadline for funding the settlement, the
21 Settlement Administrator will provide the Parties with an accounting of the total settlement payment
22 and the employer portion of payroll taxes to be paid by Defendant pursuant to the terms of the
23 Settlement. Within fourteen (14) days of the Effective Date, Defendant will fund the total settlement
24 payment and employer-side payroll taxes to the Settlement Administrator.

25 24. The Settlement Administrator will mail the Settlement Payments to the Class Members
26 within fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant,
27 provided that the Settlement Administrator has delivered to the Parties an accounting of the amounts to
28 be paid by Defendant. Any checks issued by the Settlement Administrator to Class Members will be

1 negotiable for at least one hundred eighty (180) calendar days from the date of their issuance.
2 Uncashed settlement checks will be automatically cancelled in one hundred eighty (180) calendar days
3 after the issuances and the residue funds will be distributed by the Settlement Administrator to the *Cy*
4 *Pres* recipient, Court Appointed Special Advocates of Kern County.

5 25. This Judgment is intended to be a final disposition of the Action in its entirety and is
6 intended to be immediately appealable.

7 26. The Court will hold a final accounting hearing regarding distribution to Class Members
8 on 11-14, 2025 at 8³⁰ am. Plaintiff shall file a final accounting report from the
9 Settlement Administrator no later than 10-29-25.

10 27. Pursuant to Code of Civil Procedure section 664.6 and California Rules of Court Rule
11 3.769(h), the Court shall retain jurisdiction with respect to all matters related to the administration and
12 consummation of the Settlement, including requiring the filing of a final compliance status report
13 regarding distributions to Participating Class Members, and any and all claims asserted in, arising out
14 of, or related to the subject matter of this action, including but not limited to all matters related to the
15 Settlement and the determination of all controversies relating thereto.

16 28. The Court directs that judgment be entered against Defendants in the full amount of the
17 Gross Settlement Amount, \$412,500, in accordance with the terms of the Settlement and this order.

18 **IT IS SO ORDERED, ADJUDICATED, AND DECREED.**

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20 DATED: 12-6-24

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22 HON. THOMAS S. CLARK
23 Judge of the Superior Court

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