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**FILED**  
Superior Court of California  
County of Sacramento  
08/02/2024  
V. Aleman, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

**Marjan Iranrouh**, individually and on behalf of  
all similarly situated individuals,

Plaintiff,

vs.

**Highlands Community Charter And  
Technical Schools**, a California corporation;  
and **Does 1-100**, inclusive;

Defendant.

CASE NO. 34-2022-00324342

[Assigned to Honorable Lauri A. Damrell,  
Department 22]

**CLASS ACTION**

**~~PROPOSED~~ ORDER FINALLY  
APPROVING CLASS AND PAGA  
ACTION SETTLEMENT PURSUANT TO  
THE TERMS OF JOINT STIPULATION  
RE: CLASS AND PAGA ACTION  
SETTLEMENT**

Date: August 2, 2024 [Reserved]  
Time: 9:00 a.m.  
Dept.: 22

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this action  
3 on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation")  
4 came on for hearing on August 2, 2024.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice  
6 having been given to Class Members (as defined in the Settlement Agreement), and having  
7 considered the supplemental declaration of the Settlement Administrator, Settlement Agreement,  
8 all of the legal authorities and documents submitted in support thereof, all papers filed and  
9 proceedings had herein, all oral and written comments received regarding the Settlement  
10 Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court  
11 **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings  
12 and determinations and enters final judgment as follows:

13 1. All terms used in this order shall have the same meanings given as those terms are  
14 used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order  
15 Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of  
16 Settlement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for  
17 Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.<sup>1</sup>

18 2. The Court has personal jurisdiction over the Parties to this litigation and subject  
19 matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

20 3. The previously certified Class, as further defined in the Settlement is as follows:

21 *"All persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of*  
22 *California from the period four years prior to the filing of the Action and January 16,*  
23 *2024."*

24 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the  
25 California Rules of Court for the purpose of effectuating the Settlement.

26 5. The Court finds that an ascertainable class of 438 Participating Class Members exists  
27 and a well-defined community of interest exists on the questions of law and fact involved because

28 <sup>1</sup> The Court previously granted preliminary approval of the Settlement on April 26, 2024.

1 in the context of the Settlement: (i) all related matters, predominate over any individual questions;  
2 (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,  
3 entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and  
4 adequately represented and protected the interest of the Class Members.

5 6. The Court finds that the Settlement Agreement has been reached as a result of  
6 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have  
7 conducted extensive litigation, investigation, and research, and their attorneys were able to  
8 reasonably evaluate their respective positions over the course of this litigation.

9 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable  
10 compromise of the Class's claims and will avoid additional and potentially substantial litigation  
11 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After  
12 considering the monetary recovery provided as part of the Settlement in light of the challenges  
13 posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured  
14 significant relief for Class Members.

15 8. The Court hereby approves the terms set forth in the Settlement Agreement and  
16 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all  
17 applicable requirements of the California Code of Civil Procedure, the California and United States  
18 Constitutions, including the Due Process clauses, the California Rules of Court, and any other  
19 applicable law, and in the best interests of each of the Parties and Class Members.

20 9. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP and  
21 Xavier Villegas of Law Office of Xavier Villegas, APC as Class Counsel, and finds each of them to  
22 be adequate, experienced, and well-versed in class action litigation.

23 10. The Court appoints Plaintiff as Class Representative and finds her to be adequate.

24 11. The Court is satisfied that CPT Group, Inc. which functioned as the Settlement  
25 Administrator, completed the distribution of Class Notice to the Class in a manner that comports  
26 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of  
27 the Settlement terms, their right to do nothing and receive their settlement share, their right to  
28 submit a request for exclusion, their rights to comment on or object to the Settlement, and their

1 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the  
2 Settlement and adequate periods of time to respond and to act were provided by each of these  
3 procedures.

4 12. As part of administration, the Court notes that zero Class Members filed written  
5 objections to the Settlement as part of this notice process, and zero Class Members filed a written  
6 statement of intention to appear at the Final Approval and Fairness Hearing, and 10 Class Member  
7 submitted a request for exclusion. The Class Member(s) who requested exclusion, specifically Vicki  
8 H. Neal, Alexa A. Carrillo, Liudmila Tselovalnikova, Ahmad Jawid Rashidee, Zia Ul Haq Habibi,  
9 Maliha Khan, Nataliia Maksymiv, Sarah A. Kraemer, Iryna Yanytska and Samantha R. Alvarado,  
10 will not be bound by the Settlement and will not receive any portion of the Net Settlement Amount,  
11 but will be bound by the PAGA Release to the extent they are Aggrieved Employees under the  
12 Settlement.

13 13. The terms of the Settlement Agreement, including the Maximum Settlement  
14 Amount of \$1,500,000 and the allocation for determining Individual Settlement Payments, are  
15 fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final  
16 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

17 14. The Court further approves the following distributions from the Maximum  
18 Settlement Amount, which fall within the ranges stipulated by and through the Settlement  
19 Agreement:

20 a. The \$500,000 amount, representing one-third of the Maximum Settlement  
21 Amount, requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is  
22 fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request  
23 is also supported by its lodestar cross-check, and the Court finds that Class Counsel's time  
24 spent on the matter and hourly rates charged by the attorneys who worked on the matter are  
25 fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel  
26 fees payment to be made in accordance with the Settlement Agreement.

27 b. The Court awards Class Counsel \$29,697.03 in litigation costs, which is an  
28 amount which the Court finds to be reflective of the actual and reasonable costs incurred.

1 The Court grants final approval of Class Counsel's litigation expenses payment and orders  
2 payment of this amount to be made in accordance with the Settlement Agreement.

3 c. The \$5,000 class representative incentive payment requested to the Named  
4 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders  
5 the payment to be made in accordance with the Settlement Agreement.

6 d. The amount of \$10,000 designated for payment to the Settlement  
7 Administrator is fair and reasonable. The Court grants final approval of it and orders the  
8 Parties to make the payment to the Settlement Administrator in accordance with the  
9 Settlement Agreement.

10 e. The Court approves of the \$100,000.00 allocation assigned for claims under  
11 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,  
12 \$75,000.00) to be paid to the California Labor and Workforce Development Agency and  
13 orders 25% thereof (*i.e.*, \$25,000.00) to be paid to alleged Aggrieved Employees in  
14 accordance with the terms of the Settlement Agreement.

15 15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all  
16 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not  
17 contradict with this order, in which case the provisions of this order shall take precedence and  
18 supersede the Settlement Agreement.

19 16. All Participating Class Members shall be bound by the Settlement and this order,  
20 including the release of claims as set forth in the Settlement Agreement.

21 17. The Parties shall bear their own respective attorneys' fees and costs except as  
22 otherwise provided in this order and the Settlement Agreement.

23 18. All checks mailed to the Class Members must be cashed within one hundred and  
24 eighty (180) days after mailing.

25 19. Plaintiff shall file with the Court a report regarding the status of distribution no later  
26 than fifty (50) days after all funds have been distributed.

27 20. All checks mailed to the Class Members must be cashed within 180 days of issuance  
28 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement

1 distribution to a class member shall bear the notation, “YOUR CLASS ACTION SETTLEMENT  
2 CHECK IS ENCLOSED.”

3 21. The Court approves the California Bar’s Justice Gap Fund as the *cy pres* beneficiary  
4 and finds that it complies with all requirements under C.C.P. § 384. Per Section 384(b), the Court  
5 will amend this Judgment after Counsel provides the Court with the report regarding distribution  
6 of funds to direct that any uncashed funds be paid to the California Bar’s Justice Gap Fund.

7 22. No later than 10 days from this order, the Settlement Administrator shall give notice  
8 of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy  
9 of this Order and Final Judgment on its website assigned to this matter.

10 23. The Court retains continuing jurisdiction over the Action and the Settlement,  
11 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil  
12 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,  
13 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters  
14 as may be appropriate under court rules or applicable law.

15 24. This Final Judgment is intended to be a final disposition of the above-captioned  
16 action in its entirety and is intended to be immediately appealable. This final judgment resolves all  
17 claims released by the Settlement Agreement against Defendants.

18 25. The Court hereby sets a hearing date of ~~04/14/21~~, 2021 at ~~Folsom~~ for a hearing  
19 on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a  
20 report regarding the status of distribution at least five days before the hearing and not more than 21  
21 days after the Void Date.<sup>2</sup> Class Counsel shall also file with the report a proposed amended  
22 judgment that complies with C.C.P. § 384.5.

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26 <sup>2</sup> The report shall be in the form of a declaration from the Settlement Administrator and shall  
27 describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members,  
28 (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the  
total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the  
nature and date of the disposition of those unclaimed funds.

1 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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4 DATED: 08/02/2024

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Hon. Lauri A. Damrell  
Sacramento County Superior Court Judge