

FILED
ENDORSED

2022 SEP 14 PH 1:30

LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF SACRAMENTO

JAMIE CAVANAUGH, an individual, on
behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

v.

MORTON GOLF, LLC, a California
Limited Liability Company; and DOES 1-
50, inclusive,

Defendants.

Case No: 34-2019-00270176

~~PROPOSED~~ ^{J.S.} JUDGMENT AND ORDER
GRANTING FINAL APPROVAL TO
CLASS AND PAGA ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS

Hearing Date: September 14, 2022
Hearing Time: 9:00 am
Department: 54

Trial Date: Not Set
Action Filed: December 2, 2019



[PROPOSED] ORDER

1 On September 14, 2022, Plaintiff Jamie Cavanaugh (“Plaintiff”) presented her unopposed
2 Motion for Final Approval of the proposed Settlement as set forth in the Stipulation of Class and
3 Collective Action Settlement Agreement (the “Agreement”).

4 Plaintiff and Defendant Morton Golf, LLC (“Defendant”) (collectively the “Parties”) have
5 submitted their proposed Settlement, which this Court preliminarily approved by its March 28,
6 2022 order (the “Preliminary Approval Order”). In accordance with the Preliminary Approval
7 Order, the Settlement Notice has been disseminated to Class Members, who have been given
8 adequate notice of the terms of the proposed Settlement and the opportunity to object to it or to
9 exclude themselves from it.

10 Having received and considered the proposed Settlement, the supporting papers filed by
11 Plaintiff, and the evidence and argument received by the Court before entering the Preliminary
12 Approval Order and at the Final Approval Hearing, the Court grants final approval of the
13 Settlement, enters this Final Approval Order, and **HEREBY ORDERS and MAKES**
14 **DETERMINATIONS** as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order adopts all defined terms set forth in the Agreement.

17 2. For settlement purposes only, the Court grants certification as to the proposed
18 Class Members, consisting of all non-exempt employees who are or previously were employed by
19 Defendant Morton Golf, LLC in California during the period of December 2, 2015 to September
20 3, 2021. The “Class Period” is defined as the period from December 2, 2015 to September 3,
21 2021.

22 3. Pursuant to the Preliminary Approval Order, the Settlement Notice was sent to
23 each Class Member by first-class mail. The Settlement Notice informed Class Members of the
24 terms of the proposed Settlement, their right to receive an Individual Settlement Share, their right
25 to submit disputes or object to the Settlement and/or the Class Counsel Award, their right to elect
26 not to participate in the Settlement and pursue their own remedies, and their right to appear in
27 person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the
28 proposed Settlement. Adequate periods of time were provided by each of these procedures.

1 4. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. The Court finds
4 and determines that the notice provided in this case was the best notice practicable, which
5 satisfied the requirements of law and due process.

6 5. No Class Members filed written objections to the Settlement as part of this notice
7 process.

8 6. One Class Member submitted a Request for Exclusion from the Settlement as part
9 of this notice process: Linda Delong.

10 7. For the reasons stated in the Preliminary Approval Order, the Court finds and
11 determines that the terms of the proposed Settlement are fair, reasonable and adequate as to the
12 Class Members and orders that the Class Members will be bound by the Settlement, that the
13 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
14 be and hereby are ordered to be consummated.

15 8. The Court finds and determines that the all-inclusive Gross Settlement Amount in
16 the amount of \$694,690.20 and the Individual Settlement Shares to be paid to the Participating
17 Class Members under the Settlement are fair and reasonable. The Court hereby grants Final
18 Approval to and orders the payment of those amounts be distributed to the Class Members out of
19 the Net Settlement Amount in accordance with the Agreement. Pursuant to the terms of the
20 Agreement, the Settlement Administrator is directed to make the Individual Settlement Share
21 payments to each Participating Class Member.

22 9. The Court finds and determines that the allocation of \$20,000 from the Gross
23 Settlement Amount for the PAGA Payment is fair and reasonable, and directs the Settlement
24 Administrator to make the Individual PAGA Payments as set forth in the Agreement.

25 10. The Court finds and determines that the Settlement Administration Costs for
26 administrating the Settlement, in the amount of \$18,000 are fair and reasonable. The Court
27 hereby grants final approval to and orders that the payment of that amount be paid out of the
28 Gross Settlement Amount to the Settlement Administrator in accordance with the Agreement.

1 11. The Court finds and determines that the request by Plaintiff for the Class
2 Representative Service Award is fair and reasonable and hereby orders that the requested
3 payment in the amount of \$10,000 be paid out of the Gross Settlement Amount.

4 12. The Court further finds and determines that the request by Class Counsel for the
5 attorneys' fee portion of the Class Counsel Award is fair and reasonable and hereby orders that
6 \$231,563.40 (one-third of the Gross Settlement Amount) be paid to them out of the Gross
7 Settlement Amount. The attorneys' fee portion of the Class Counsel Award shall be divided
8 among Class Counsel as follows: 30% to Blumenthal Nordrehaug Bhowmik De Blouw, LLP and
9 70% to Zakay Law Group, APC.

10 13. The Court also finds and determines that the request by Class Counsel for the
11 litigation costs portion of the Class Counsel Award is fair and reasonable and hereby orders that
12 \$16,857.65 be paid to them out of the Gross Settlement Amount.

13 14. Following the Effective Date, and upon funding in full of the Gross Settlement
14 Amount by Defendant, any person who is a Class Member who did not timely and validly
15 exclude themselves from the Settlement shall be deemed to have fully and finally released all
16 Released Claims, as defined in the Agreement.

17 15. Following the Effective Date, and upon funding in full of the Gross Settlement
18 Amount by Defendant, all PAGA Members shall release all PAGA Released Claims as defined in
19 the Agreement, irrespective of whether they opted-out of the Settlement, and will be bound by
20 this PAGA Release.

21 16. If, for any reason, the Settlement ultimately does not become Final (as defined in
22 the Agreement), this Final Approval Order will be vacated; the Parties will return to their
23 respective positions in the Action as those positions existed immediately before the Parties
24 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
25 Court in connection with the Settlement will be deemed an admission of any kind by any of the
26 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
27 the Action or in any other action.

28

1 17. The Parties entered into the Settlement solely for the purpose of compromising and
2 settling disputed claims. As set forth in the Agreement, Defendant in no way admits any
3 violation of law or any liability whatsoever to Plaintiff and the Class Members and/or PAGA
4 Members, individually or collectively, all such liability being expressly denied by Defendant.

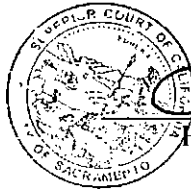
5 18. Without affecting the finality of this Final Approval Order and Judgment in any
6 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
7 implementation, effectuation and enforcement of this Order and the Settlement under Code of
8 Civil Procedure § 664.6.

9 19. The Parties are hereby ordered to comply with the terms of the Agreement.

10 20. Each side is to bear its own costs and attorneys' fees except as provided by the
11 Agreement and this Final Approval Order.

12 21. A compliance hearing is set for 3-15-2023 ^{at 9am}. A declaration from the
13 Settlement Administrator regarding compliance with the terms of Judgment must be filed no later
14 than 3-1-2023.

15
16
17 DATED: SEP 14 2022




HON. CHRISTOPHER E. KRUEGER
COUNTY SUPERIOR COURT