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FILED

SEP 26 2022

SHASTA COUNTY SUPERIOR COURT
BY: M. PARTRIDGE, DEPUTY CLERK

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SHASTA**

9 CANDICE WADE, individually, and on
behalf of other aggrieved employees
10 pursuant to the California Private Attorneys
General Act;

11 Plaintiff,

12 vs.

13 AMERICAN DIRECTIONS RESEARCH
14 GROUP, INC.,
an unknown business entity;
15 AMERICAN DIRECTIONS RESEARCH
GROUP,
16 an unknown business entity;
AMERICAN DIRECTIONS GROUP,
17 an unknown business entity;
18 AMERICAN DIRECTIONS
WORKFORCE,
19 an unknown business entity; and DOES 1
through 100, inclusive.

20 Defendants.

21 ALEXANDRA HENDER, individually,
and on behalf of other members of the
22 general public similarly situated;

23 Plaintiff,

24 vs.

25 AMERICAN DIRECTIONS
WORKFORCE,
26 an unknown business entity;
AMERICAN DIRECTIONS GROUP,
27 an unknown business entity; and DOES 1
through 100, inclusive,

28 Defendants.

Case No.: 194251

Honorable Stephen H. Baker
Department 3

CLASS ACTION

^{BLS}
~~[PROPOSED]~~ FINAL APPROVAL ORDER
AND JUDGMENT

Date: September 26, 2022
Time: 8:30 a.m.
Department: 3

Wade PAGA Action Filed: January 9, 2020
Hender Class Action Filed: July 23, 2019
Trial Date: None Set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 This matter has come before the Honorable Stephen H. Baker in Department 3 of the above-
2 entitled Court, located at 1500 Court Street, Redding, California 96001, on Plaintiffs' Alexandra
3 Hender and Candice Wade's (together, "Plaintiffs") Motion for Final Approval of Class Action
4 and PAGA Settlement, Attorneys' Fees, Costs, and Enhancement Payments ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Troutman Pepper
6 Hamilton Sanders LLP appeared on behalf of Defendants American Directions Group, Inc.,
7 American Directions Research Group, Inc., and American Directions Workforce LLC
8 (collectively, "Defendants").

9 On February 28, 2022, the Court entered the Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
11 the settlement of the above-entitled consolidated actions ("Actions") in accordance with the
12 Stipulation of Class Action and PAGA Settlement and Release and Amendment No. 1 to
13 Stipulation of Class Action and PAGA Settlement and Release (together, "Settlement,"
14 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set
15 forth the terms and conditions for settlement of the Actions.

16 Having reviewed the Settlement Agreement and duly considered the parties' papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. All terms used herein shall have the same meaning as defined in the Settlement
20 Agreement and the Preliminary Approval Order.

21 2. This Court has jurisdiction over the claims of the Settlement Class Members
22 asserted in this proceeding and over all parties to the Actions.

23 3. The Court finds that the applicable requirements of California Code of Civil
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
25 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
26 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
27 Approval Order. The Settlement Class is hereby defined to include:

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1 All current and former hourly paid or non-exempt individuals employed by
2 Defendants within the State of California at any time during the period from
3 July 23, 2015, through July, 14, 2021 (“Settlement Class” or “Settlement Class
4 Members”).

5 4. The Notice of Pendency of Class Action and Settlement (“Class Notice”) that was
6 provided to the Settlement Class Members, fully and accurately informed the Settlement Class
7 Members of all material elements of the Settlement and of their opportunity to participate in, object
8 to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice
9 practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class
10 Members; and complied fully with the laws of the State of California, the United States
11 Constitution, due process and other applicable law. The Class Notice fairly and adequately
12 described the Settlement and provided the Settlement Class Members with adequate instructions
13 and a variety of means to obtain additional information.

14 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a
16 whole. More specifically, the Court finds that the Settlement was reached following meaningful
17 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
18 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
19 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
20 so finding, the Court has considered all of the evidence presented, including evidence regarding
21 the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the
22 likely duration of further litigation; the amount offered in the Settlement; the extent of
23 investigation and discovery completed; and the experience and views of Class Counsel. The Court
24 has further considered the absence of objections to and requests for exclusion from the Class
25 Settlement submitted by Settlement Class Members. Accordingly, the Court hereby directs that
26 the Settlement be affected in accordance with the Settlement Agreement and the following terms
27 and conditions.

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1 6. A full opportunity has been afforded to the Settlement Class Members to participate
2 in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be
3 heard have been heard. The Settlement Class Members also have had a full and fair opportunity
4 to exclude themselves from the Class Settlement. Accordingly, the Court determines that all
5 Settlement Class Members who did not submit a valid and timely Request for Exclusion
6 (“Participating Class Members”) are bound by the Class Settlement and bound by this order and
7 judgment (“Final Approval Order and Judgment”).

8 7. The Court finds that the allocation of \$100,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
10 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
11 Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce
12 Development Agency, and the amount of \$25,000.00 to be distributed to all current and former
13 hourly-paid or non-exempt individuals employed by Defendants within the State of California at
14 any time during the PAGA Period (“Aggrieved Employees”), according to the terms and
15 methodology set forth in the Settlement Agreement. The Court determines that all Aggrieved
16 Employees are bound by the PAGA Settlement and bound by this Final Approval Order and
17 Judgment.

18 8. The Court hereby approves the PAGA Cover Letter, attached hereto as “**EXHIBIT**
19 **A,**” and the Settlement Administrator shall distribute the PAGA Cover Letter to the Aggrieved
20 Employees at the same time that it distributes their share of the PAGA Payment (“Individual
21 PAGA Payment”).

22 9. The Court finds that payment of Administrative Costs in the amount of \$18,000.00
23 is appropriate for the services performed and costs incurred and to be incurred for the notice and
24 settlement administration process. It is hereby ordered that the Settlement Administrator, Atticus
25 Administration, LLC, shall issue payment to itself in the amount of \$18,000.00, in accordance with
26 the terms and methodology set forth in Settlement Agreement.

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1 10. The Court finds that the Enhancement Payments sought are fair and reasonable for
2 the work performed by Plaintiffs for their services in the Actions. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Alexandra
4 Hender and Candice Wade for their Enhancement Payments, according to the terms and
5 methodology set forth in the Settlement Agreement.

6 11. The Court finds that the request for attorneys' fees in the amount of \$350,000.00 to
7 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
8 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
9 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
10 amount of \$350,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
11 methodology set forth in the Settlement Agreement.

12 12. The Court finds that reimbursement of litigation costs and expenses in the amount
13 of \$25,004.46 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
14 Settlement Administrator issue payment in the amount of \$25,004.16 to Class Counsel for
15 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
16 forth in the Settlement Agreement.

17 13. The Court hereby enters Judgment by which Participating Class Members shall be
18 conclusively determined to have given a release of any and all Class Released Claims against the
19 Released Parties, as set forth in the Settlement Agreement and Class Notice.

20 14. The Court hereby enters Judgment by which Aggrieved Employees shall be
21 conclusively determined to have given a release of any and all PAGA Released Claims against the
22 Released Parties, as set forth in the Settlement Agreement and PAGA Cover Letter.

23 15. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount into
24 an account established by the Settlement Administrator within ten (10) calendar days following
25 the Effective Date, in accordance with the terms and methodology set forth in the Settlement
26 Agreement.

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16. It is hereby ordered that the Settlement Administrator shall distribute Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to Aggrieved Employees within twenty (10) business days after Defendants following the Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

17. Individual Settlement Payments issued to Participating Class Members and Individual PAGA Payments issued to Aggrieved Employees will be valid for a period of one hundred and eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The funds associated with checks that have been cancelled within the 180-day period will be transmitted to the Children’s Legacy Center.

18. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

19. Notice of entry of this Final Approval Order and Judgment shall be given to the Settlement Class Members by posting a copy of the Final Approval Order and Judgment on Atticus Administration, LLC’s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: 9.26.22

B.L. BOECKMAN
HONORABLE STEPHEN H. BAKER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

PAGA COVER LETTER

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Payment from *Wade v. American Directions Research Group, Inc., et al.*, Shasta Superior Court Case No. 194251

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Wade v. American Directions Research Group, Inc., et al.*, Shasta Superior Court Case No. 194251 (“Action”).

Candice Wade (“Plaintiff”) filed the lawsuit on January 9, 2020 against her former employers, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Prior to commencing the Action, Plaintiff submitted a letter to the State of California Labor & Workforce Development Agency (“LWDA”) on November 5, 2019, providing notice of her intent to pursue her lawsuit under PAGA (“LWDA Notice”). The Action alleges violations of the California Labor Code, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide accurate wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses.

Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations. More specifically, Defendants contend they complied with all applicable laws at all relevant times by properly compensating Plaintiff and the other alleged Aggrieved Employees, providing their meal and rest breaks, providing the necessary equipment needed to perform their duties, and maintaining and providing accurate payroll records.

The Court has not issued any rulings agreeing or disagreeing with Plaintiff’s allegations and Defendants’ defenses. Instead, before the merits of the claims were ever decided, a settlement was reached between Plaintiff and Defendants American Directions Group, Inc., American Directions Research Group, Inc., and American Directions Workforce LLC (“Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by Defendants within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period from November 5, 2018 through July 14, 2021 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an alleged Aggrieved Employee. Your Individual PAGA Payment is based on your total number of pay periods you received wages during the PAGA Period. The PAGA Payment is considered to be 100% alleged penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the <<Effective Date>>, Plaintiffs and all alleged Aggrieved Employees were deemed to waive, release, discharge, promise never to assert in any forum, and be permanently enjoined and forever barred from prosecuting any PAGA Released Claims against the Released Parties.

“PAGA Released Claims” means Released Claims that arise under PAGA.

“Released Parties” means Defendants, their respective subsidiaries, affiliates, predecessors or successors in interest, and the officers, directors, shareholders, employees, attorneys, co-venturers, independent contractors, agents, assigns, insurers, re-insurers, of any of them.

“Released Claims” means any and all claims against Released Parties that were asserted or could have been asserted based on the factual allegations in the related Class Action, this Action, and the LWDA Notice, including but not limited to: failure to pay overtime (Cal. Labor Code § 510, § 1198); failure to provide compliant meal periods and associated premium pay (Cal. Labor Code § 226.7, § 512); failure to provide rest periods (Cal. Labor Code § 226.7); failure to pay minimum wages (Cal. Labor Code § 1194, § 1194.2, § 1197, § 1197.1); failure to timely pay wages upon termination (Cal. Labor Code § 201, § 202, § 203); failure to timely pay wages during employment (Cal. Labor Code § 204); failure to provide complete and accurate wage statements (Cal. Labor Code § 226); failure to keep complete and accurate payroll records (Cal. Labor Code § 1174); failure to reimburse necessary business-related expenses and costs (Cal. Labor Code § 2800, § 2802); failure to provide day of rest (Cal. Labor Code § 551, § 552); violations of Business & Professions Code § 17200, *et seq.* based on the aforementioned; and civil penalties pursuant to PAGA (Cal. Labor Code § 2698, *et seq.*) based on the aforementioned, including any and all claims for damages, interest, restitution, or attorneys’ fees, penalties, or costs based on or related to such allegations, through July 14, 2021.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective PAGA Payment.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].