



FILED
San Francisco County Superior Court

DEC 11 2024

CLERK OF THE COURT
BY: Christina Green
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

DACHELLE TAYLOR-BENNETT,
EBONY BATTLE, and CLARENCE
NASH, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

EPISCOPAL COMMUNITY
SERVICES; EPISCOPAL
COMMUNITY SERVICES OF SAN
FRANCISCO; and DOES 1 through 20,
inclusive,

Defendants.

Case No. CGC-22-599268

ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

1 Plaintiffs Dachele Taylor-Bennett, Ebony Battle, And Clarence Nash (collectively,
2 "Plaintiffs") filed a Motion for Final Approval of Class Action Settlement that came before this
3 Court on December 5, 2024 at 1:30 p.m. Having received and considered the Settlement
4 Agreement,¹ the supporting papers filed by the Parties, and the evidence and arguments
5 presented by Counsel, the Court grants final approval of the Settlement and HEREBY
6 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

7 1. This Final Approval Order ("Order") incorporates the Settlement Agreement by
8 reference. Unless otherwise provided herein, all capitalized terms in this Order shall have the
9 same meaning as set forth in the Settlement Agreement.

10 2. This Court has personal jurisdiction over the Parties and all members of the
11 Settlement Class and subject matter jurisdiction to approve the Settlement Agreement.

12 3. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent
13 to each Class Member by first-class mail and email. The Notice Packet informed the Settlement
14 Class of the terms of the Settlement, their right to receive an Individual Settlement Payment,
15 their right (a) to comment on or object to the Settlement, (b) to request exclusion from the
16 Settlement and pursue their own remedies, and (c) of their right to appear in person or by
17 counsel at the final approval hearing and to be heard regarding approval of the Settlement.

18 4. In response to the Notice, no Class Members objected to the Settlement
19 Agreement. Two members of the Class requested exclusion.

20 5. The Court finds and determines that the notice procedure afforded adequate
21 protections to Class Members and provides the basis for the Court to make an informed decision
22 regarding approval of the Settlement based on the response from the Settlement Class. The
23 Court finds and determines that the notice provided was the best notice practicable, which
24 satisfies the requirements of due process.

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28 ¹ "Settlement Agreement" or "Settlement" refers to the Amended Class Action and PAGA
Settlement Agreement and Class Notice attached as Exhibit 1 to the Declaration of Alex Valle
filed on October 30, 2024.

1 6. The Court finds and concludes that: (a) the members of the Settlement Class are
2 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
3 questions of law or fact common to the Settlement Class, and there is a well-defined community
4 of interest among members of the Settlement Class with respect to the subject matter of the
5 Action; (c) the claims of Class Representatives are typical of the claims of the members of the
6 Settlement Class; (d) the Class Representatives have fairly and adequately protected the
7 interests of the members of the Settlement Class; (e) a class action is superior to other available
8 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to
9 serve as counsel for Plaintiffs in their individual and representative capacities for the Class.

10 7. For settlement purposes only, the Court hereby certifies the following Class
11 pursuant to Code of Civil Procedure section 382: "all non-exempt employees employed by
12 Defendants in California at any time between April 20, 2018 and June 9, 2023."

13 8. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

14 9. The Court hereby appoints Plaintiffs Dachele Taylor-Bennett, Ebony Battle,
15 and Clarence Nash as the Class Representatives.

16 10. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

17 11. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are: fair, reasonable, and adequate to the Class and to each Class Member; the result
19 of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator; and
20 are in compliance with California law. The Court further finds that the Parties conducted
21 extensive investigation, research, and discovery and that their attorneys were able to reasonably
22 evaluate their respective positions. Accordingly, the Court hereby grants final approval of the
23 Settlement and directs the Parties to effectuate the Settlement according to its terms.

24 12. The Court hereby approves the Gross Settlement Amount of \$1,250,000 in
25 addition to all employer payroll taxes owed on the Wage Portions of the Individual Class
26 Payments.

27 13. The Court finds and determines that the Individual Settlement Payments to be
28 paid to participating Settlement Class Members as provided for by the Settlement are fair and

1 reasonable. The Court hereby orders payment to the participating Settlement Class Members in
2 accordance with the Settlement Agreement.

3 14. The Court finds and determines that payment to the California Labor and
4 Workforce Development Agency ("LWDA") of \$75,000 as its share of the settlement of civil
5 penalties in this case is fair, reasonable, and appropriate. The Court hereby orders payment of
6 \$75,000 to the LWDA in accordance with the Settlement Agreement.

7 15. The Court finds and determines that the fees and expenses in administering the
8 Settlement incurred by ILYM Group, Inc. in the amount of \$12,000 are fair and reasonable.
9 The Court hereby orders payment of \$12,000 to the Settlement Administrator in accordance
10 with the Settlement Agreement.

11 16. The Court finds and determines that a Class Representative Service Payment of
12 \$9,000 for Plaintiff Dachele Taylor-Bennett is fair and reasonable. The Court hereby orders
13 payment of \$9,000 to Plaintiff Dachele Taylor-Bennett in accordance with the terms of the
14 Settlement Agreement.

15 17. The Court finds and determines that a Class Representative Service Payment of
16 \$8,000 for Plaintiff Ebony Battle is fair and reasonable. The Court hereby orders payment of
17 \$8,000 to Plaintiff Ebony Battle in accordance with the terms of the Settlement Agreement.

18 18. The Court finds and determines that a Class Representative Service Payment of
19 \$5,000 for Plaintiff Clarence Nash is fair and reasonable. The Court hereby orders payment
20 of \$5,000 to Plaintiff Clarence Nash in accordance with the terms of the Settlement
21 Agreement.

22 19. Pursuant to the terms of the Settlement, and the authorities, evidence and
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
24 in the amount of \$416,666.67 and litigation costs in the amount of \$15,982.10. The Court
25 finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
26 Administrator to make these payments in accordance with the terms of the Settlement
27 Agreement.
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1 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
2 provided by this Order.

3 21. Neither Defendants nor any related persons or entities shall have any further
4 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
5 liability, except as provided for by the Settlement Agreement.

6 22. Neither the making of the Settlement Agreement nor the entry into the
7 Settlement Agreement constitutes an admission by Defendants, nor is this order a finding of the
8 validity of any claims in this case or of any other wrongdoing. Further, the Settlement
9 Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault,
10 or omission of any entity or persons; nor may any action taken to carry out the terms of the
11 Settlement Agreement be construed as an admission or concession by or against Defendants or
12 any related person or entity.

13 23. Without affecting the finality of this Order or the entry of judgment in any way,
14 the Court retains jurisdiction of all matters relating to the interpretation, administration,
15 implementation, effectuation, and enforcement of this Order and the Settlement.

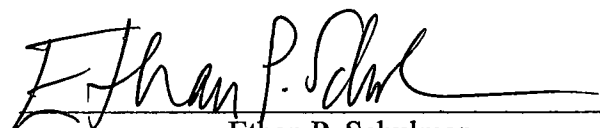
16 24. Nothing in this Order shall preclude any action to enforce the Parties'
17 obligations under the Settlement or under this Order.

18 25. A Status Conference regarding settlement distribution is set for August 14,
19 2025 at 1:30 p.m. in Dept. 304. A status report, accompanied by an admissible evidentiary
20 declaration, shall be filed no later than five court days prior to the Status Conference. The
21 status report must include the number of uncashed checks following settlement distribution
22 and the total amount of residual funds to be paid to the State Controller's Office Unclaimed
23 Property Fund.

24 26. Plaintiffs shall submit a copy of this Order to the LWDA within ten (10) days
25 after entry pursuant to Labor Code section 2699(s)(3).

26 IT IS SO ORDERED.

27 Dated: December 11, 2024



Ethan P. Schulman
Judge of the Superior Court


CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 11, 2024, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **DEC 11 2024**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk