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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

DORCELI RIVAS, an individual, and on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

SITAJI, a California Corporation; and DOES 1
through 50, Inclusive,

Defendants.

Case No. CVRI2101761

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL JUDGMENT**

Date: October 11, 2023

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on October 11, 2023, before the
4 above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff DORCELI RIVAS ("Plaintiff"). Petit Kohn Ingassia Lutz & Dolin, PC appeared on
6 behalf of Defendant SITAJI (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Riverside ("Court"), Case No. CVRI2101761,
15 entitled *Rivas v. Sitaji*, and over all Parties to this litigation, including the Class.

16 **Preliminary Approval of the Settlement**

17 3. On May 24, 2023, the Court granted preliminary approval of a class-wide
18 settlement. At this same time, the court approved certification of a provisional settlement class for
19 settlement purposes only. The Court confirms this Order and finally approves the settlement and
20 the certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Notice Packet was
23 mailed by first class mail to the Class Members at their last known addresses on June 26, 2023.
24 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
25 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
26 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
27 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

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1 5. The Response Deadline for opting out or objecting was August 10, 2023.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
5 Individual Settlement Payments.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$285,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. The percentage of objectors and requests for exclusion is small. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **Attorneys' Fees and Litigation Expenses**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 One Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00). Subject to Court approval,
4 the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement
5 Amount, or Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00) and reimbursement of costs
6 and expenses in the amount of Nine Thousand Forty Dollars and Sixty-One Cents (\$9,040.61).

7 10. A Class Counsel Award of One Hundred Four Thousand Forty Dollars and
8 Sixty-One Cents (\$104,040.61) comprised of attorneys' fees in the amount of Ninety-Five Thousand
9 Dollars and Zero Cents (\$95,000.00) and reimbursement of actually incurred costs and expenses in
10 the amount of Nine Thousand Forty Dollars and Sixty-One Cents (\$9,040.61) is reasonable in light
11 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
12 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
13 which is reasonable and at the low end of the range for fee awards in common fund cases and is
14 supported by Class Counsel's lodestar.

15 **Class Representative Service Award**

16 11. The Agreement provides for a Class Representative Service Award of Ten
17 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
18 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is
19 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

20 **Settlement Administration Costs**

21 12. The Agreement provides for Settlement Administration Costs to be paid in
22 an amount not to exceed \$8,000.00. The Declaration of the Settlement Administrator provides that
23 the actual claims administration expenses were \$8,000.00. The amount of this payment is
24 reasonable in light of the work performed by the Settlement Administrator.

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1 II.
2 **ORDERS**

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The Class is certified for the purposes of settlement only. The Settlement
5 Class is hereby defined to include all non-exempt employees who are or previously were employed
6 by Defendant and performed work in California ("Class") during the period from April 15, 2017 to
7 March 11, 2022 ("Class Period").

8 2. Every person in the Class who did not submit and timely and validly Request
9 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
10 Settlement Administrator, that none of the Class Members opted-out of the Settlement.

11 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
12 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
13 this Order and the terms of the Agreement.

14 4. Class Counsel are awarded attorneys' fees in the amount One Hundred Four
15 Thousand Forty Dollars and Sixty-One Cents (\$104,040.61) for the Class Counsel Award comprised
16 of one-third of the Gross Settlement Amount, or Ninety-Five Thousand Dollars and Zero Cents
17 (\$95,000.00) and litigation expenses in the amount of Nine Thousand Forty Dollars and Sixty-One
18 Cents (\$9,040.61). Class Counsel shall not seek or obtain any other compensation or reimbursement
19 from Defendant, Plaintiff, or members of the Class.

20 5. The payment of the Class Representative Service Award to Plaintiff in the
21 amount of \$10,000.00 is approved.

22 6. The payment of \$8,000.00 to the Settlement Administrator for Settlement
23 Administration Costs is approved.

24 7. The PAGA Settlement of \$10,000.00 is hereby approved as fair, reasonable,
25 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
26 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
27 or collusion.

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1 8. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
3 of Defendant from all class claims which are alleged in the operative complaint, or could have been
4 alleged based upon the facts in the operative complaint, which occurred during the Class Period,
5 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
6 unemployment insurance, disability, social security, workers' compensation, and class claims
7 outside of the Class Period.

8 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
9 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
10 General Act ("PAGA") and shall release Defendant from all PAGA claims which are alleged in the
11 operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
12 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
13 termination, unemployment insurance, disability, social security, workers' compensation, and
14 PAGA claims outside of the PAGA Period.

15 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
16 employees who are or previously were employed by Defendant and performed work in California
17 during the PAGA Period. The PAGA Period means the period between February 8, 2020 to March
18 11, 2022.

19 11. In addition to the release given by each Settlement Class Member, Plaintiff
20 also generally releases Defendant from any and all claims as set forth in the General Release by
21 Plaintiff in the Agreement.

22 12. The Agreement is not an admission by Defendant, nor is this Final Approval
23 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
26 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
28 in any event be construed as, or deemed to be evidence of, an admission or concession with regard

1 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
2 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
3 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
4 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
5 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
6 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
7 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
8 or issue preclusion or similar defense as to the claims being released by the Settlement.

9 13. Notice of entry of this Final Approval Order and Judgment shall be given to
10 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
11 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
12 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
13 in the Notice Packet.

14 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
15 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
16 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
17 connection with the distribution of settlement benefits.

18 15. If the Settlement does not become final and effective in accordance with the
19 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
20 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
21 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.
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1 16. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6 DATED: _____, 2023
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10 Hon. Harold W. Hopp
11 Judge, Superior Court for the State of California,
12 County of Riverside
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