

1 DANIEL F. GAINES, ESQ. SBN 251488  
daniel@gaineslawfirm.com  
2 ALEX P. KATOFISKY, ESQ. SBN 202754  
alex@gaineslawfirm.com  
3 EVAN S. GAINES, ESQ. SBN 287668  
evan@gaineslawfirm.com  
4 **GAINES & GAINES, APLC**  
4550 E. Thousand Oaks Blvd., Suite 100  
5 Westlake Village, CA 91362  
Telephone: (818) 703-8985  
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiffs Aaron Paul and Rebecca Joiner  
and Proposed Class Counsel  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF EL DORADO**  
11

12 AARON PAUL, REBECCA JOINER,  
individually on behalf of themselves, and on  
13 behalf of all similarly situated individuals,

14 Plaintiffs,

15 v.

16 THE RIVA PARTNERS, a California  
limited partnership, and DOES 1 through  
17 10, inclusive,

18 Defendants.  
19  
20

CASE NO: SC20200155

*Assigned to the Hon. Michael J. McLaughlin, Dept.  
4*

CLASS ACTION

**ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

**DATE: April 28, 2023**

**TIME: 1:30 p.m.**

**DEPT.: 4**

*Action Filed: November 2, 2020*

**FILE  
BY FAX**

**FILED**

**APR 28 2023**

EL DORADO CO. SUPERIOR COURT

BY *Nancy J. Varden*

(DEPUTY CLERK)

1           Plaintiffs' Motion for an Order Granting Final Approval of Class Action Settlement came  
2 before this Court on April 28, 2023. The above-captioned Action is a class action lawsuit brought  
3 by Plaintiffs Aaron Paul and Rebecca Joiner (together, "Plaintiffs") against Defendant The Riva  
4 Partners ("Defendant") (collectively, the "Parties"). Plaintiffs allege, on behalf of a class of  
5 Defendant's current and former employees, that Defendant failed to pay all wages due, failed to  
6 pay all gratuities, failed to provide meal and rest periods or compensation in lieu thereof, failed to  
7 reimburse expenses, failed to pay wages due timely upon separation of employment, and failed to  
8 comply with itemized wage statement provisions. Defendant denies any and all alleged  
9 wrongdoing, and denies any liability to the Plaintiffs or to members of the Class. Defendant  
10 contends that that it has complied at all times with California law, including the California Labor  
11 Code, the Industrial Commission Wage Orders, and the California Business and Professions Code.

12           On December 28, 2022, this Court entered an Order Granting Preliminary Approval of  
13 Settlement, resulting in certification of the following provisional Settlement Class: "All individuals  
14 who worked for Defendant as a non-exempt employee in California at any time between November  
15 5, 2016 and July 15, 2022."

16           That Order further directed the Parties to provide Notice to the Class, which informed absent  
17 class members in both English and Spanish of: (a) the proposed Settlement, and the Settlement's  
18 key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class  
19 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that  
20 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and  
21 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for  
22 class members to participate in the proposed settlement.

23           The Court, upon Notice having been given as required in the Preliminary Approval Order,  
24 and having considered the Joint Stipulation of Class Action Settlement and Release of Claims, as  
25 well as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

26           1.       This Court has jurisdiction over the subject matter of the Action and over all Parties  
27 to the Action, including all members of the Settlement Class.

1           2.     The Court finds that the Settlement Class is properly certified for settlement  
2 purposes only.

3           3.     The Notice provided to the Settlement Class conforms with the requirements of  
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other  
6 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
7 individual notice to all Class Members who could be identified through reasonable effort, and by  
8 providing due and adequate notice of the proceedings and of the matters set forth therein to the  
9 Class Members. The notice fully satisfied the requirements of due process.

10          4.     The Court finds the settlement was entered into in good faith, that the settlement is  
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
12 requirements for final approval of this class action settlement under California law, including the  
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
14 3.769.

15          5.     The Court approves the Gross Settlement Amount of \$350,000.

16          6.     Zero (0) Class Members have objected to the terms of the Settlement.

17          7.     One (1) Class Member has requested exclusion from the Settlement.

18          8.     Upon entry of this Order, compensation to the participating members of the  
19 Settlement Class shall be affected pursuant to the terms of the Settlement Agreement.

20          9.     In addition to any recovery that Plaintiffs may receive from the Net Settlement  
21 Proceeds, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court  
22 hereby approves the payment of incentive awards to Plaintiffs Aaron Paul and Rebecca Joiner in  
23 the amount of Fifteen Thousand Dollars (\$15,000) each. This shall be paid from the Gross  
24 Settlement Amount.

25          10.    The Court approves the payment of attorneys' fees to Class Counsel, Gaines &  
26 Gaines, APLC, in the sum of One Hundred Twenty-Two Thousand Five Hundred Dollars  
27 (\$122,500), and the reimbursement of litigation expenses in the sum of Eighteen Thousand Forty-  
28

1 Eight Dollars and Ninety-Six Cents (\$18,048.96). This shall be paid from the Gross Settlement  
2 Amount.

3 11. The Court approves and orders payment in the amount of Twelve Thousand Dollars  
4 (\$12,000) to ILYM Group, Inc. for performance of its settlement administration services. This  
5 shall be paid from the Gross Settlement Amount.

6 12. The Court approves and orders payment in the amount of Seven Thousand Five  
7 Hundred Dollars (\$7,500) to the California Labor and Workforce Development Agency for its 75%  
8 share of PAGA penalties. This shall be paid from the Gross Settlement Amount.

9 13. Upon the entry of this Order and Judgment, and subject to the occurrence of the  
10 Effective Date, Plaintiffs, all participating Class Members shall be bound by the Released Claims  
11 set forth in the Settlement Agreement.

12 14. This "Judgment" is intended to be a final disposition of the above captioned action  
13 in its entirety, and is intended to be immediately appealable.

14 15. This Court shall retain jurisdiction with respect to all matters related to the  
15 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
16 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to  
17 the settlement and the determination of all controversies relating thereto.

18 **IT IS SO ORDERED.**

19  
20 Dated: 4/28/23

  
JUDGE OF THE SUPERIOR COURT

Judge Pro Tem

Leanne K. Mayberry