

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile
bill@polarislawgroup.com

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

VICTORIA TICE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV00892

[Assigned to the Honorable Thomas P. Anderle,
Department 3]

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: September 6, 2023

Time: 10:00 A.M.

Dept.: 3

Complaint Filed: February 14, 2020

1 The motion for an Order Granting Final Approval of Class Action Settlement was
2 submitted to the Court on August 14, 2023, and a hearing was held on this matter before this
3 Court on September 6, 2023. Appearances by counsel for Plaintiff Victoria Tice (“Tice”) and
4 Defendant Trader Joe’s Company (“Defendant”) (together, the “Parties”) were noted on the
5 record.

6 The Court has considered the papers and evidence, including the Joint Stipulation of
7 Class Action Settlement (“Settlement Agreement”) submitted by Plaintiff and Defendant, the
8 arguments of counsel, and all other matters presented to the Court, regarding final approval of
9 the settlement, approval of requested allocations from the settlement fund, and entry of final
10 judgment.

11 **I. BACKGROUND**

12 On February 14, 2020, Plaintiff filed a complaint in the Superior Court of the State of
13 California for the County of Santa Barbara alleging class and representative action claims for
14 violation of Labor Code §§ 201-203 and 2698, *et seq.*, the Private Attorneys General Act of 2004
15 (“PAGA”). Plaintiff alleged that Defendant violated the Labor Code by issuing payment of final
16 wages to employees in the form of a paycard without authorization in violation of Labor Code §§
17 201-203, 212, and 213.

18 **A. Class Members**

19 The Class is defined to include: all former employees of Defendants who were employed
20 in the State of California at any time during the Class Period who received their final wages on a
21 paycard, but for whom Defendants do not currently have a written authorization for payment of
22 final wages via pay card (the “Class”). The “Class Period” is defined as February 14, 2017,
23 through January 11, 2023.

24 **B. Operation of the Settlement**

25 Pursuant to the Court’s June 3, 2023 Preliminary Approval Order, the Court conditionally
26 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval
27 Order also approved of the proposed form of notice to the Class. The Court entered the
28 Preliminary Approval Order after review and consideration of all of the pleadings filed in

1 connection herewith, and the oral presentations made by counsel at the hearing.

2 Pursuant to the Preliminary Approval Order, the Notice of Class Action Settlement
3 (“Class Notice”) was sent to all 951 Class Members via first class mail. After remailings, zero
4 (0) Class Notices remained undeliverable. There was one (1) Request for Exclusion.

5 **II. FINDINGS**

6 This Court finds that the Settlement Agreement is the product of serious, informed, non-
7 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
8 treatment to any individuals. The Court finds that the settlement was entered into in good faith
9 pursuant to California Code of Civil Procedure section 877.6. The Court further finds that the
10 Settlement Agreement is fair, adequate, and reasonable and that Plaintiff has satisfied the
11 standards for final approval of a class action settlement under California law. Under the
12 provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal Rules of
13 Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
14 the trial court has discretion to certify a class where:

15 [Q]uestions of law or fact common to the members of the class
16 predominate over any questions affecting only individual members,
17 and that a class action is superior to the available methods for the
fair and efficient adjudication of the controversy....

18 Fed. R. Civ. Proc. 23.

19 Certification of a settlement class is the appropriate judicial device under these
20 circumstances.

21 Worthy cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as
22 follows:

23 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
24 Settlement Agreement.

25 2. The Court has jurisdiction over the subject matter of the litigation, the Class
26 Representative, Participating Class Members, and Defendant.

27 3. The Court finds that the dissemination of the Class Notice to the Class Members
28 by the appointed Administrator, Phoenix Settlement Administrators, constituted the best notice

1 practicable under the circumstances to all Class Members, and fully met the requirements of
2 California law and due process under the State and Federal Constitutions.

3 4. The Court approves the settlement of the above-captioned action, as set forth in
4 the Settlement Agreement, as fair, adequate, and reasonable to the Parties and Class Members.
5 The Parties are directed to perform in accordance with the terms set forth in the Settlement
6 Agreement.

7 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
8 their own costs and attorneys' fees.

9 6. The Court hereby certifies the following Class for settlement purposes only: all
10 former employees of Defendants who were employed in the State of California at any time
11 during the Class Period who received their final wages on a paycard, but for whom Defendants
12 do not currently have a written authorization for payment of final wages via pay card (the
13 "Class").

14 7. With respect to the Class and for purposes of approving the settlement only and
15 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
16 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
17 questions of law or fact common to the Class, and there is a well-defined community of interest
18 among members of the Class with respect to the subject matter of the claims in the Action; (c)
19 the claims of Class Representative are typical of the claims of the members of the Class; (d) the
20 Class Representative has fairly and adequately protected the interests of the members of the
21 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
22 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
23 qualified to serve as counsel for Plaintiff in her individual and representative capacities and for
24 the Class.

25 8. Defendant shall deposit the Gross Settlement Amount of Three Hundred Forty
26 Thousand Dollars (\$340,000.00) with the Settlement Administrator, pursuant to the terms of the
27 Settlement Agreement.

28 9. From the Gross Settlement Amount, the Settlement Administrator shall pay:

- a. to Class Counsel attorneys' fees in the amount of One Hundred Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$113,333.33) and reimbursement of costs in the amount of Fifty-Two Thousand Three Hundred and Eighty-Six Dollars and Eight Cents (\$52,386.08);
- b. to Class Representative Victoria Tice for her unique services to the Class, and as consideration for the execution of a general release, the amount of Ten Thousand Dollars (\$10,000.00);
- c. to the California Labor and Workforce Development Agency the amount of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) for its seventy-five percent (75%) share of PAGA penalties; and
- d. to Phoenix Settlement Administrators the amount of Eleven Thousand Dollars (\$11,000.00) for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Settlement Administrator is directed to make such payments in accordance with the terms of the Settlement Agreement.

11. The Court approves the Individual Settlement Payment amounts, which shall be distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement, after payment of those amounts set forth in Paragraph 9.

12. The Court hereby orders the Parties to implement the terms of the Settlement Agreement, including distributing any uncashed settlement checks to State Bar Justice Gap Fund.

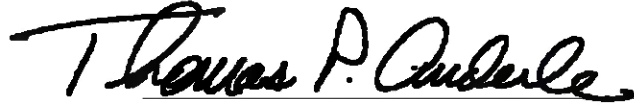
13. All Class Members who did not opt out of the Settlement shall be bound by the releases provided in the Settlement Agreement. All PAGA Members shall be bound by the PAGA Released Claims provided in the Settlement Agreement. The Class Representative shall be bound by the additional general releases provided in the Settlement Agreement.

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing

1 jurisdiction over the action and the Parties, including all Participating Class Members, for
2 purposes of enforcing and interpreting this Order and the Settlement.

3 **IT IS SO ORDERED.**

4
5 DATED: 09/12/2023



HON. THOMAS P. ANDERLE
SUPERIOR COURT OF CALIFORNIA