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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JASON BEINBRECH, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

MATTHEWS INTERNATIONAL
CORPORATION, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2226992

**CLASS ACTION UNDER CAL. CIV.
PROC. CODE § 382, ET SEQ. & PAGA
ACTION UNDER CALIFORNIA
PRIVATE ATTORNEYS GENERAL ACT,
CAL. LAB. CODE § 2698, ET SEQ.**

Honorable Joseph T. Ortiz
Department S17

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGEMENT**

Date: September 26, 2024
Time: 1:30 p.m.
Department: S17

Complaint Filed: November 30, 2022
Trial Date: None Set

1 This matter has come before the Honorable Joseph T. Ortiz in Department S17 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiff Jason Beinbrech’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
4 Attorneys’ Fees and Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff and the Class, and Reed Smith LLP appeared on behalf
6 of Defendant Matthews International Corporation (“Defendant”).

7 On April 26, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
10 Agreement (“Original Agreement”) and Amendment No.1 to Class Action and PAGA Settlement
11 Agreement (“Amendment No. 1”) (collectively “Settlement Agreement,” “Settlement,” or
12 “Agreement,”), which, together with the exhibits annexed thereto set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the papers filed by, and
15 oral argument presented by, Plaintiff and Defendant (collectively, “Parties”) by and through their
16 counsel of record, and good cause appearing,

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

18 1. The Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and
19 Costs, and Enhancement Award is granted in its entirety.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
22 Settlement Agreement.

23 3. Unless otherwise specified, all citations and references to the Private Attorneys
24 General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute
25 prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the
26 above-captioned action and the Settlement pursuant to California Labor Code section 2699, subd.
27 (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

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1 4. This Court has jurisdiction over the claims of the Class Members asserted in this
2 proceeding and over all parties to the Action.

3 5. The Court finds that the applicable requirements of California Code of Civil
4 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
5 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
6 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The class is
7 hereby defined to consist of the following individuals:

8 All current and former non-exempt California employees of Matthews
9 International Corporation, Matthews International Corporation's wholly-
10 owned subsidiary Matthews Gibraltar and Mausoleum & Construction
11 Company, Matthews International Corporation's wholly-owned subsidiary The
12 York Group, Inc., and The York Group, Inc.'s wholly-owned subdivision
13 Matthews Granite Company, who were paid wages by Defendant at any time
14 during the Class Period (i.e., the time period May 29, 2016 to April 26, 2024)
15 ("Class" or "Class Members").

16 Matthews International Corporation, Matthews Gibraltar and Mausoleum &
17 Construction Company, The York Group, Inc., and Matthews Granite Company
18 are referred to as "Covered Entities."

19 Defendant has represented that it directly owns the following three companies
20 that have operations in California: Matthews Gibraltar and Mausoleum &
21 Construction Company, The York Group, Inc., and Schawk USA Inc..
22 Defendant further represents that, during the period May 29, 2016 to April 26,
23 2024, after January 2021, The York Group, Inc. acquired and came to own
24 Sannipoli Corporation dba Whited Cemetery Services. The Class excludes
25 employees of Schawk USA Inc. and Sannipoli Corporation (together,
26 "Excluded Entities"); in the event that individuals were employed by Covered
27 Entities as well as Excluded Entities during the Class Period, then said
28 individuals are only included in the Class and will be bound to the Class
Settlement (if they do not opt out) in their capacities as current or former
employees of Covered Entities and are not included in the Class (and will not
be included in the Class Settlement) with regard to any employment by
Excluded Entities.

6. The "PAGA Employees" is hereby defined to consist of the following individuals:

 All current and former non-exempt California employees of Matthews
International Corporation, Matthews International Corporation's wholly-
owned subsidiary Matthews Gibraltar and Mausoleum & Construction
Company, Matthews International Corporation's wholly-owned subsidiary The
York Group, Inc., and The York Group, Inc.'s wholly-owned subdivision
Matthews Granite Company, who were paid wages by Defendant at any time
during the PAGA Period (i.e., the time period March 29, 2016 to April 26, 2024)
("PAGA Employees").

Parties agree that the PAGA Employees exclude employees of Schawk USA Inc. and Sannipoli Corporation. In the event that individuals were employed by Covered Entities as well as Excluded Entities during the time period March 29, 2016 to April 26, 2024, then said individuals are only included as PAGA Employees and will be bound to the PAGA Settlement in their capacities as current or former employees of Covered Entities and are not bound to the PAGA Settlement with regard to any employment by Excluded Entities.

7. The Court finds that the Settlement does not cover or include employees of Sannipoli Corporation or impact the separate legal actions pending against Sannipoli Corporation with respect to its employees, i.e., *Pedro Cedeno v. Sannipoli Corporation, et al.*, Riverside County Superior Court Case No. CVRI2304132 and *Santos Martinez Padilla v. Sannipoli Corporation, et al.*, Riverside County Superior Court Case No. CVRI2306853.

8. The Court finds that the Court-approved Notice of Class Action and PAGA Settlement (“Notice”) that was provided to the Class Members, fully and accurately informed the Class Members as well as PAGA Employees of all material elements of the Settlement, including and not limited to, Class Members’ right to object to the Class Settlement, Class Members’ right to seek exclusion from the Class Settlement, and Class Members’ and PAGA Employees’ right to dispute the Workweeks and PAGA Workweeks credited to them; the Notice was the best notice practicable under the circumstances; the Notice was valid, due, and sufficient notice to all Class Members; and the Notice complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

9. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful initial disclosures while the case was pending in Federal Court as well as extensive informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of

1 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
2 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
3 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
4 including the monetary allocations and payments, appear within the range of reasonableness, and
5 that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the
6 probable outcome of further litigation relating to certification, liability, and damages issues. The
7 Court has further considered the absence of objections to the Class Settlement submitted by Class
8 Members.

9 10. A full opportunity has been afforded to the Class Members to participate in the
10 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
11 heard. The Court also finds that Class Members have had a full and fair opportunity to exclude
12 themselves from the Class Settlement.

13 11. The Court determines that, Plaintiff and all Class Members who have not submitted
14 a timely and valid Opt Out from the Class Settlement ("Settlement Class Members"), individually
15 and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and
16 personal representatives, are bound by the Class Settlement and by this order and judgment ("Final
17 Approval Order and Judgment"), and thereby, as of the Effective Date, shall fully and finally
18 release and discharge the Released Parties, and each of them, from the Released Class Claims.

19 12. The Court finds that Plaintiff has satisfied the prerequisites under the California
20 Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not
21 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
22 Defendant with notice of the specific provisions of the California Labor Code alleged to have been
23 violated, including, and not limited to, the facts and theories to support the alleged violations, in
24 conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement
25 Agreement has been submitted to the LWDA in conformity with California Labor Code
26 §2699(l)(2) and that the LWDA has engaged in correspondence with counsel for Plaintiff
27 regarding the Settlement Agreement, but nevertheless has not sought to intervene or appear in the
28 above-captioned action. Pursuant to California Labor Code section 2699(l)(2), the Court has also

1 considered and reviewed the PAGA Settlement and the allocation of \$40,000.00 toward penalties
2 under the California Private Attorneys General Act of 2004 (“PAGA Payment”), and that they are
3 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
4 distribute the PAGA Payment as follows: the amount of \$30,000.00 to the California Labor and
5 Workforce Development Agency (“LWDA Payment”), and the amount of \$10,000.00 to the
6 PAGA Employees, in accordance with the terms and methodology set forth in the Agreement.

7 13. The Court determines that, Plaintiff, the State of California (with respect to PAGA
8 Employees), and all PAGA Employees, individually and on behalf of their respective successors,
9 assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA
10 Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date,
11 shall fully and finally release and discharge the Released Parties, and each of them, from the
12 Released PAGA Claims.

13 14. The Court hereby directs that the Settlement be affected in accordance with the
14 Settlement Agreement and the terms and conditions set forth herein.

15 15. The Court finds that payment of Settlement Administration Costs in the amount of
16 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
17 notice and settlement administration process. It is hereby ordered that the Settlement
18 Administrator, Simpluris Inc., shall issue payment to itself in the amount of \$10,000.00, in
19 accordance with the terms and methodology set forth in the Agreement.

20 16. The Court finds that the Enhancement Award sought is fair and reasonable. It is
21 hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to
22 Plaintiff Jason Beinbrech for his Enhancement Award, according to the terms and methodology
23 set forth in the Agreement.

24 17. The Court finds that the requested Attorneys’ Fees in the amount of \$366,666.67 to
25 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
27 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
28 amount of \$366,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and

1 methodology set forth in the Agreement.

2 18. The Court finds that the requested litigation costs and expenses of up to \$23,471.08
3 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
4 Administrator issue payment in the amount of \$23,471.08 to Class Counsel for reimbursement of
5 litigation costs and expenses, in accordance with the terms and methodology set forth in the
6 Agreement.

7 19. It is hereby ordered that within fourteen (14) business days after the Effective Date,
8 the Settlement Administrator will provide the Parties with an accounting of the amounts to be
9 funded by Defendant and to be distributed by the Settlement Administrator pursuant to the terms
10 of the Settlement Agreement, and Defendant will make a one-time deposit of the Gross Settlement
11 Amount and Employer Taxes into a settlement account to be established by the Settlement
12 Administrator.

13 20. It is hereby ordered that within twenty-one (21) business days after the Effective
14 Date, the Settlement Administrator will issue payments due under the Settlement and approved by
15 the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) PAGA
16 Payments Shares to PAGA Employees; (c) LWDA Payment to the LWDA; (d) Enhancement
17 Award to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement
18 Administration Costs to the Settlement Administrator, in accordance with the terms and
19 methodology set forth in the Settlement Agreement.

20 21. Each Individual Settlement Payment and PAGA Payment Share check shall be
21 valid and negotiable for one hundred eighty (180) calendar days from the date the checks are
22 issued, and thereafter, shall be canceled. The Settlement Administrator shall pay the funds
23 represented by such un-redeemed checks to the California State Controller's Office as unclaimed
24 property pursuant to the California Unclaimed Property Law, in the name of the individuals to
25 whom the checks had originally been issued. All Settlement Class Members and PAGA
26 Employees shall be bound by the terms and conditions of the Settlement Agreement regardless of
27 whether or not they cash or otherwise negotiate their Individual Settlement Payment check and/or
28 PAGA Payment Share check.

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

6 23. Individualized notice of this Final Approval Order and Judgment is not required.
7 The Settlement Administrator shall post a copy of this Final Approval Order and Judgment on the
8 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date
9 of entry of this Final Approval Order and Judgment. Class Counsel shall also submit a copy of
10 the Final Approval Order and Judgment to the LWDA in accordance with California Labor Code
11 section 2699(1)(3).

12 24. A Final Compliance Hearing is set for _____ at _____
13 a.m./p.m. in Department S17. Class Counsel shall submit an accounting report regarding the status
14 of the funding and disbursement of the Settlement at least five (5) court days prior to the Final
15 Compliance Hearing.

16
17 Dated: _____

Honorable Joseph T. Ortiz
Judge of the Superior Court