

FILED
ALAMEDA COUNTY

AUG 26 2022

CLERK OF THE SUPERIOR COURT

By *Danielle Salazar*
Deputy

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Attorneys for Plaintiff MATTHEW FARRER individually,
and on behalf of all other similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MATTHEW FARRER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PEACH LABS, INC.; and DOES 1-10,
inclusive,

Defendants.

Case No. RG20057336

Assigned for All Purposes to:
Hon. Judge Julia Spain
Dept. 520

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT

Date: August 26, 2022
Time: 2:00 p.m.
Dept.: 520

1 This matter came on for hearing on August 26, 2022, at 2:00 p.m., in Department 520 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action and
3 Representative Action Settlement pursuant to California Rule of Court 3.769, this Court's Order
4 Granting Preliminary Approval filed April 7, 2022 and the Joint Stipulation of Class Action and
5 PAGA Settlement ("Settlement Agreement"), a copy of which was filed in conjunction with the
6 Plaintiff's Motion for Final Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard April 7, 2022 and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
14 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
15 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
18 were provided by each of these procedures. No member of the Class filed written objection to the
19 proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an
23 informed decision regarding approval of the Settlement based on the responses of the Settlement
24 Class. The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are

1 questions of law or fact common to the Settlement Class, and there is a well-defined community
2 of interest among members of the Settlement Class with respect to the subject matter of the
3 Action; (c) the claims of Class Representative Phillip Batista are typical of the claims of the
4 members of the Settlement Class; (d) the Class Representative has fairly and adequately protected
5 the interests of the members of the Settlement Class; (e) a class action is superior to other
6 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
7 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in
8 their individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all individuals who performed work as a delivery driver or
11 courier for Defendant or any Released Parties from March 5, 2019 through January 11, 2021, and
12 the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

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

14 6. The Court hereby confirms Plaintiff Matthew Farrer as the Class Representative in
15 this Action.

16 7. The Court finds and determines that the terms set forth in the Settlement
17 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
18 according to its terms, having found that the Settlement was reached as a result of informed and
19 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
20 that the Parties conducted extensive investigation, research, and informal discovery and that their
21 attorneys were able to reasonably evaluate their respective positions. The Court also finds that the
22 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
23 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
24 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
25 value accorded to the Class.

26 8. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
28

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$275,000.00.

4 10. The Court finds and determines that the Individual Settlement Payments to be paid
5 to participating Settlement Class Members as provided for by the Settlement are fair and
6 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
7 made to the participating Settlement Class Members in accordance with the Settlement
8 Agreement. The Court finds and determines that payment to the California Labor and Workforce
9 Development Agency of \$7,500.00 as its share of the settlement of civil penalties in this case is
10 fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the
11 payment of that amount be paid in accordance with the Settlement Agreement.

12 11. The Court finds and determines that the fees and expenses in administering the
13 Settlement incurred by Simpluris, Inc., in the amount of \$6,350.00, are fair and reasonable. The
14 Court hereby gives final approval to and orders that the payment of that amount in accordance
15 with the Settlement.

16 12. The Court finds and determines the Class Representative Incentive Award of up to
17 \$14,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
18 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
19 Agreement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
22 \$91,666.67 and litigation costs of \$9,723.34. The Court finds such amounts to be fair and
23 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
24 accordance with the terms of the Settlement Agreement.

25 14. Without affecting the finality of this order or the entry of judgment in any way, the
26 Court retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation, and enforcement of this order and the Settlement.
28

1 15. Neither Defendant nor any related persons or entities shall have any further
2 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
3 except as provided for by the Settlement Agreement.

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

10 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
11 under the Settlement or under this order, including the requirement that Defendants make
12 payment to the participating Settlement Class Members in accordance with the Settlement.

13 18. Upon completion of administration of the Settlement, the Settlement Administrator
14 will provide written certification of such completion to the Court and counsel for the Parties
15 which shall be filed with the Court five (5) court days before the non-appearance compliance
16 hearing set for July 12, 2023 at 2:00 p.m. [or _____, 2023 at 2:00 p.m.], in Dept. 520.

17 19. The Court hereby enters final judgment in accordance with the terms of the
18 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
19 on April 7, 2022, and this Order.

20 20. The Parties will bear their own costs and attorneys' fees except as otherwise
21 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
22 costs.

23
24 DATED: 8-26, 2022


Honorable Julia Spain
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544		FILED Superior Court of California County of Alameda 08/26/2022 Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Danielle Labrecque</i></u> Deputy D. Labrecque
PLAINTIFF/PETITIONER: Matthew Farrer		
DEFENDANT/RESPONDENT: Peach Labs, Inc.		
CERTIFICATE OF MAILING		CASE NUMBER: RG20057336

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order Granting Motion for Final Approval of Settlement upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Hayward, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Collin D. Cook
 Fisher & Phillips LLP
 One Embarcadero Center
 Suite 2050
 San Francisco, CA 94111-

Jessica L Campbell
 Aegis Law Firm, PC
 9811 Irvine Center Drive, Suite 100
 Irvine, CA 92618-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/29/2022

By:

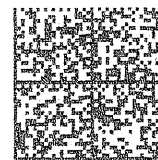
Danielle Labrecque

D. Labrecque, Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
Hayward Hall of Justice
24405 Amador Street
Hayward, CA 94544

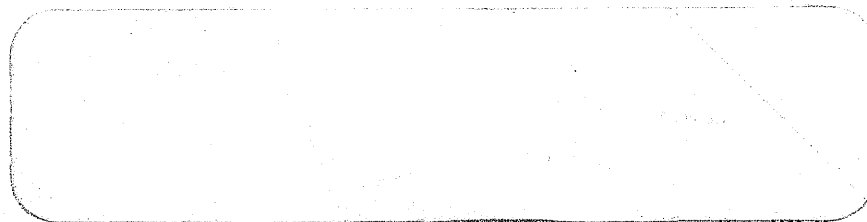
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