

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

VERONICA SILVA, individually, and on
behalf of other members of the general public
similarly situated and aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

CORODATA CORPORATION, a California
corporation; CORODATA MEDIA
STORAGE, INC., a California corporation;
CORODATA RECORDS MANAGEMENT,
INC., a California corporation; CORODATA
SHREDDING, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 37-2020-00033872-CU-OE-CTL

Assigned for All Purposes to:
Honorable Timothy Taylor
Department C-72

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: January 6, 2023
Hearing Time: 1:30 p.m.
Hearing Place: Department C-72

Complaint Filed: September 24, 2020
FAC Filed: January 24, 2022
Trial Date: None Set

01/30/2023

1 The Court, having read the papers filed regarding Plaintiff Veronica Silva (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Joint Stipulation For Class Action Settlement (“Settlement
4 Agreement,” “Settlement,” or “Agreement”), hereby FINDS AND ORDERS:

5 Plaintiff and Defendants Corodata Corporation, Corodata Media Storage, Inc., Corodata
6 Records Management, Inc., and Corodata Shredding, Inc. (“Defendants”) entered the Settlement
7 Agreement on or about March 31, 2022 to settle this lawsuit.

8 The Court entered an Order dated April 28, 2022 preliminarily approving the settlement
9 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, and
11 providing Class Members with an opportunity to object to the Settlement or exclude themselves
12 from the Class. The Final Approval Hearing was scheduled on January 6, 2023.

13 The Court held a Final Approval Hearing on January 6, 2023 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
20 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
21 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all persons employed by Defendants in
26 California in a non-exempt hourly paid position and any non-exempt hourly Temps placed or
27 assigned at Defendants’ California locations during the period of time starting on April 6, 2016
28 and ending on November 1, 2021 (“Class,” “Class Members,” and “Settlement Class Period”).

1 There are seven hundred two (702) Class Members who did not timely opt-out of this matter
2 (“Settlement Class Members”).

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the
4 Class for purposes of entering and implementing the Settlement and satisfied the requirements of
5 Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Notice of Pendency of Class Action Settlement
7 (“Class Notice”) and its distribution to Class Members were implemented pursuant to the
8 Settlement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

9 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
10 pendency of this lawsuit; (ii) material terms and provisions of the Settlement and their rights;
11 (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves
12 from the Settlement; (v) their right to receive an Individual Settlement Payment; (vi) their right
13 to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in
14 this lawsuit on all Settlement Class Members;

15 b. constitutes notice that fully satisfied the requirements of Code of Civil
16 Procedure section 382, California Rule of Court 3.769, and due process;

17 c. constitutes the best practicable notice to Class Members under the
18 circumstances of this lawsuit; and

19 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

20 6. Final Settlement Approval. The terms and provisions of the Settlement
21 Agreement have been entered in good faith and are the product of arm’s-length negotiations by
22 experienced counsel who have done a meaningful investigation of the claims. The Settlement
23 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
24 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
25 Settlement Agreement according to its terms and provisions.

26 7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
27 any action to enforce the terms and provisions of the Settlement Agreement.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiff, Settlement Class Members, PAGA Members, and
3 their spouses, heirs, registered domestic partners, executors, administrators, successors, and
4 assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending
5 and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons
6 to the extent those claims, lawsuits, or other proceedings involve matters that were or could have
7 been raised in this lawsuit and are encompassed by the Settled Claims. The Settlement
8 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
9 Class Members who have submitted timely requests for exclusion.

10 9. Release of Class Claims by Settlement Class Members. Upon the occurrence of
11 the Effective Date and Defendants' full payment of all sums required under the Settlement
12 Agreement, Plaintiff and all Settlement Class Members will release acquit, and forever discharge
13 Released Parties of all Settled Claims arising during the Settlement Class Period. Upon the
14 Effective Date, Settlement Class Members shall be bound by the Settlement Agreement and the
15 Court's orders related to this matter.

16 a. Release of Claims by Plaintiff, PAGA Members, and LWDA. Upon the PAGA
17 Approval, (i) Plaintiff, in her capacity as private attorney generals for, and proxies
18 or agents of the California Labor and Workforce Development Agency
19 ("LWDA"); (ii) all Class Members who are also PAGA Members, and (iii)
20 LWDA, as the real party in interest, shall irrevocably release, acquit, and forever
21 discharge the Released Parties of all Settled Claims, including all PAGA Claims,
22 arising during the PAGA Period. Upon the Effective Date, PAGA Members and
23 the LWDA shall be bound by the Settlement Agreement and the Court's orders
24 related to this matter.

25 b. General Releases by Plaintiff Only. Subject to the occurrence of the Effective
26 Date and Defendants' full payment of all sums required under the Settlement
27 Agreement, Plaintiff shall release her Settled Claims against the Released Parties
28 and make an additional General Releases against the Released Parties. With

1 respect to the General Release, Plaintiff stipulates and agrees, upon the Effective
2 Date, Plaintiff shall be deemed to have, and by operation of the Final Judgment
3 shall have, expressly waived and relinquished, to the fullest extent permitted by
4 law, the provisions, rights, and benefits of section 1542 of the Civil Code, or any
5 other similar provision under federal or state law.

- 6 c. Released Parties. The Released Parties include Defendants and each and all of
7 their past and present parent, subsidiary, and affiliated corporations, entities,
8 divisions, general and limited partners, joint venturers and affiliates, and each of
9 their respective current and former directors, officers, managers, employees,
10 principals, members, agents, insurers, reinsurers, shareholders, attorneys,
11 advisors, representatives, general partners, limited partners, joint venturers, and
12 affiliated companies, and each of their respective executors, predecessors,
13 successors, assigns and legal representatives and all working with or in concert
14 with them or connected with them, including without limitation, Temp Agencies.

15 10. Class Representative Enhancement. The Court finds the Class Representative
16 Enhancement of \$5,000, to be paid by Defendants to Plaintiff out of the Gross Settlement
17 Amount, to be reasonable and appropriate. The Class Representative Enhancement is to be paid
18 pursuant to the terms and provisions set forth in the Settlement Agreement.

- 19 a. The rationale for making enhancement payments is class representatives should
20 be compensated for the expense and risk they incurred in conferring a benefit on
21 the Class. Criteria courts consider include: (1) risk to the class representatives in
22 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
23 effort spent by the class representatives; (4) duration of the litigation; and (5)
24 personal benefit (or lack thereof) enjoyed by class representatives.
- 25 b. The Court reviewed Plaintiff's declaration outlining her involvement. Given the
26 risks inherent in her services as the class representative, duration of the case and
27 time involved, and benefits created, the Court approves the payment of the Class
28 Representative Enhancement of \$5,000 to Plaintiff.

1 11. Plaintiff's Counsel Award. The Court finds the attorneys' fees of \$287,920.87, to
2 be paid out of the Gross Settlement Amount by Defendants to Class Counsel, to be reasonable
3 and appropriate. The Court further finds the attorneys' costs as reimbursement for actual
4 litigation costs incurred of up to \$10,000, to be paid by Defendants to Class Counsel out of the
5 Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
6 pursuant to the terms and provisions set forth in the Settlement. Defendants shall not be required
7 to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
8 Counsel or any other counsel representing Plaintiff or Class Members. In addition, Defendants
9 shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
10 incurred by Plaintiff or Class Members in connection with or related in any manner to this
11 lawsuit, the Settlement, the settlement administration, and/or the Settled Claims.

12 a. The Court has an independent right and responsibility to review the requested
13 attorneys' fees and only award so much as it determines reasonable. (See
14 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
15 127-28.) The attorneys' fees requested by Class Counsel of \$287,920.87 is thirty-
16 five percent (35%) of the common fund created for the benefit of the Class and is
17 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
18 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the exceptional results
19 achieved, financial risk undertaken, novel and difficult nature of this litigation,
20 skills required, percentage fees award in previous and other cases, and contingent
21 fees charged in the marketplace, the Court finds the requested attorneys' fees is
22 consistent with the marketplace, is reasonable, and is approved.

23 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
24 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
25 seek reimbursement of up to \$10,000 in litigation costs. The Court finds Class
26 Counsel expended \$15,309.06 in litigation costs, and such costs were reasonable.
27 Since this sum exceeds the agreed-upon amount, the Court approves the payment
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of the attorneys' costs of \$10,000 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Settlement Administration Costs. The Court finds Settlement Administration Costs of \$11,500, to be paid by Defendants to the Settlement Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Taylor Mitzner from Phoenix Class Action Administration Solutions, the Settlement Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Settlement Administration Costs of \$11,500 for the Settlement Administrator's services administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$65,000, seventy-five percent (75%) of which (\$48,750) will be paid to the LWDA out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$16,250) shall be distributed to PAGA Members, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding of the Settlement. Fifteen (15) business days after the Effective Date, Defendants shall provide to the Settlement Administrator the Gross Settlement Amount plus all employer payroll taxes. Within ten (10) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator will disburse all the necessary payments under the Settlement Agreement.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Lynn Frank, an experienced and well-respected mediator.

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1 a. The fairness of the Settlement is demonstrated by there being no objections to and
2 no requests for exclusion from the Settlement.

3 b. The fairness of the Settlement is further illustrated by the gross *average*
4 Individual Settlement Payment being approximately \$640.48, and the gross
5 *highest* Individual Settlement Payment being about \$3,528.45.

6 16. Uncashed Checks. Individual Settlement Payment checks which are not
7 negotiated (not cashed) within one hundred fifty (150) calendar days after the date they are
8 mailed shall be distributed pursuant to Code of Civil Procedure section 384 with one hundred
9 percent (100%) of the uncashed amount being distributed to CASA if permitted by the Court or
10 as otherwise directed by applicable law and as ordered by the Court with jurisdiction over the
11 settlement or agreed by the Parties.

12 17. Modification of Settlement Agreement. Settlement Class Members are hereby
13 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of
14 the Settlement by a written instrument signed by the Parties and counsel for all Parties or their
15 successors-in-interest. Such amendments or modifications shall be consistent with this Order and
16 Judgment and cannot limit the rights of Settlement Class Members under the Settlement.

17 18. Final Accounting and Compliance. The Court sets a nonappearance case review
18 for July 21, 2023 in Department C-72. Within five (5) court days before this hearing, Plaintiff
19 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
20 compliance status report shall specify the total amount paid to Settlement Class Members and the
21 residual of the unclaimed settlement funds that will be paid to the entity identified as the
22 recipient of such funds in the Settlement Agreement.

23 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
24 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
25 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
26 and for any other necessary purpose, including, without limitation:

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- 1 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
2 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
3 arise out of the Settlement or this Order and Judgment;
4 b. entering such additional orders as may be necessary or appropriate to protect or
5 effectuate this Order and Judgment approving the Settlement, and permanently
6 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
7 fair and orderly administration of the Settlement; and
8 c. entering any other necessary or appropriate orders to protect and effectuate this
9 Court's retention of continuing jurisdiction.

10 The Motion for Final Approval of Class Action Settlement, Plaintiff's Counsel Award,
11 and Class Representative Enhancement is GRANTED. The Settlement Administrator is directed
12 to carry out the terms of the Settlement Agreement forthwith.

13 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
14 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
15 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
16 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
17 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
18 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
19 THE JUDGMENT THEREON.

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21 IT IS SO ORDERED.

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23 DATED: 1/17/2023 _____



24 _____
HONORABLE TIMOTHY TAYLOR
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On February 1, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Silva v. Corodata Corporation, et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-797435-20**
Court Case No.: 37-2020-00033872-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 1, 2023, at Pasadena, California.


Mariah Anderson