

RECEIVED
2022-09-20 17:01:06

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
PHILLIP SONG (SBN 326572)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave., Ste. 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

ems.
Filed OCT 14 2022
BRANDON E. RILEY, CLERK
By [Signature] DEPUTY

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

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

Plaintiff,

v.

RIVERMAID TRADING COMPANY, a
California corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2020-0008623

Assigned for All Purposes to:
Honorable Jayne Lee
Department 10C

CLASS ACTION

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

Hearing Date: October 14, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 10C

Complaint Filed: October 13, 2020
FAC Filed: November 18, 2021
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Roberto Flores' ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Enhancement Payment, and after considering the papers submitted in support of
4 the motion, including the Joint Stipulation of Class Action Settlement and Release ("Settlement
5 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant Rivermaid Trading Company ("Defendant") entered a Settlement
7 Agreement on or about November 3, 2021 to settle this class action lawsuit.

8 The Court entered an Order dated February 8, 2022 preliminarily approving the
9 settlement of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code
10 of Civil Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to
11 Class Members, and providing Class Members with an opportunity to object to the Settlement,
12 exclude themselves from the Class, or submit a Claim Form. The Parties scheduled a Final
13 Approval Hearing for October 14, 2022.

14 The Court held a Final Approval Hearing on October 14, 2022.

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

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

24 3. Final Class Certification. The Court finds that the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. Accordingly, the Court certifies a Class consisting of all current and former non-exempt
27 employees who worked for Defendant within the State of California at any time during the
28 period from July 17, 2016 to November 8, 2021 ("Class," "Class Members," and "Class

1 Period"). There are currently five hundred sixty-four (564) Class Members who submitted timely
2 and valid Claim Forms for participation in the Class Action Settlement ("Claimants").

3 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
4 Gharajeh, and Phillip Song of the Justice Law Corporation have fully and adequately represented
5 the Class for purposes of entering and implementing the Settlement and have satisfied the
6 requirements of Code of Civil Procedure section 382.

7 5. Notice Packet. The Court finds that the Notice of Class Action Settlement and
8 Claim Form (collectively, the "Notice Packet") and its distribution to Class Members have been
9 implemented pursuant to the Agreement and this Court's Preliminary Approval Order and that it:

10 a. constitute notice reasonably calculated, under the circumstances, to
11 apprise Class Members of: (i) pendency of the class action; (ii) material terms and provisions of
12 the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the
13 proposed Settlement; (iv) their right to exclude themselves from the Class and the Settlement;
14 (v) their right to claim an Individual Settlement Payment by submitting a Claim Form; (vi) their
15 right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and
16 judgment in the class action, whether favorable or unfavorable, on all Class Members who do
17 not request exclusion from the Settlement ("Settlement Class Members");

18 b. constitute notice that fully satisfied the requirements of Code of Civil
19 Procedure section 382, California Rule of Court 3.769, and due process;

20 c. constitute the best practicable notice to Class Members under the
21 circumstances of the class action; and

22 d. constitute notice reasonable, adequate, and sufficient to all Class
23 Members.

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

1 terms and provisions.

2 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
3 Order and Judgment are binding on the Settlement Class Members, as well as their heirs,
4 executors and administrators, successors, and assigns, and those terms shall have res judicata and
5 other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained
6 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
7 involve matters that were or could have been raised in the class action and are encompassed by
8 the release of the Settlement Class Members' Released Claims as set forth in the Settlement
9 Agreement. The Settlement Agreement will have no binding effect upon, and provide no res
10 judicata preclusion to, those Class Members who have submitted Requests for Exclusion.

11 8. Released Claims. Upon the Effective Date, Plaintiff and all Settlement Class
12 Members will be deemed to have fully, finally, and forever released, settled, compromised,
13 relinquished; and discharged with respect to all the Released Parties any and all Released Claims
14 for any period during the Released Claims Period.

15 a. General Release by Class Representative. As a condition of the class action
16 settlement, Plaintiff shall provide a separate general release with respect to the
17 Released Parties. Furthermore, Plaintiff expressly waives and relinquishes any
18 rights or benefits available to him under the provisions of section 1542 of the
19 Civil Code.

20 b. Released Parties. The Released Parties are Defendant and each of its past, present
21 and future subsidiaries, dbas, parents, divisions, related entities, joint venturers, as
22 well as each of their respective owners, co-employers, joint employers, agents,
23 officers, directors, stockholders, shareholders, members, principles, subsidiaries,
24 affiliates, partners, predecessors and successors in interest, insurers, reinsurers,
25 employees, attorneys, assigns, heirs, spouses, associates, representatives,
26 administrators, fiduciaries, trustees, accountants, auditors, company-sponsored
27 employee benefit plans of any nature, and all other legal entities affiliated with the
28 foregoing, including: All State Packers, Inc., California Fruit Exchange, LLC,

Kay Dix, Inc., Riverside LTD, Riverside Transport, LLC, Steamboat Partners and
Wilson & McCall, Inc.

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

10. Class Representative Enhancement Payment. The Court finds the Class
Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of the
Maximum Settlement Amount, to be reasonable and appropriate. The Class Representative
Enhancement Payment is to be paid pursuant to the terms and provisions set forth in the
Agreement.

a. The rationale for making enhancement payments is the class representatives
should be compensated for the expense and risk they have incurred in conferring a
benefit on other class members. Such enhancement payments are appropriate if
they are necessary to induce individuals to participate in the suit. Criteria courts
may consider include: (1) risk in commencing suit, both financial and otherwise;
(2) notoriety and personal difficulties encountered; (3) amount of time and effort
spent; (4) duration of the litigation; and (5) personal benefit (or lack thereof)
enjoyed.

b. The Court reviewed Plaintiff's declaration outlining his involvement in the case.
Given the risks inherent in his services as the Class Representative, the duration
of the case and time involved, and the benefits created for the Class, the Court
approves the Class Representative Enhancement Payment of \$10,000 to be paid to
Plaintiff.

11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of
\$391,884.30, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel,
to be reasonable and appropriate. The Court further finds an award of actual litigation costs of
\$11,863.93, to be paid by Defendant to Class Counsel out of the Maximum Settlement Amount,
to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and
provisions set forth in the Settlement. Defendant shall not be required to pay for any other

1 attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other
2 counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for
3 any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class
4 Members in connection with or related in any manner to the class action, the Settlement, the
5 settlement administration, and/or the Settlement Class Members' Released Claims.

6 a. The Court has an independent right and responsibility to review the requested
7 attorneys' fees and only award so much as it determines reasonable. (See
8 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
9 127-28.) The attorneys' fees requested by Class Counsel of \$391,884.30 is thirty-
10 five percent (35%) of the common fund created for the benefit of the Class
11 Members and is supported by use of the percentage-fee method.¹ (See *Laffitte v.*
12 *Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the
13 excellent results achieved, financial risks undertaken, novel and difficult nature of
14 this litigation, skills required to deal with these issues, percentage fees award in
15 other cases, and contingent fees charged in private marketplace, the Court finds
16 the requested attorneys' fees is with the legal marketplace, is reasonable, and is
17 approved.

18 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
19 in the prosecution of this litigation. Under the terms of the Settlement, Class
20 Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court
21 finds Class Counsel expended \$11,863.93 in litigation costs and that such costs
22 were reasonable. Thus, the Court approves the payment of attorneys' costs of
23 \$11,863.93 for the reimbursement of the costs and expenses incurred by Class
24 Counsel.

25 ///

26
27 ¹ The Escalation Clause in paragraph 102 of the Settlement Agreement has been triggered.
28 As a result, the original Maximum Settlement Amount of \$850,000 has increased to
\$1,119,669.42. By extension, since the attorneys' fees is thirty-five percent (35%) of the
Maximum Settlement Amount, the attorneys' fees has also increased from \$297,500 to
\$391,884.30.

1 12. Claims Administration Costs. The Court finds Claims Administration Costs of
2 \$34,040, to be paid by Defendant to the Claims Administrator out of the Maximum Settlement
3 Amount, to be reasonable and appropriate. The Claims Administration Costs are to be paid
4 pursuant to terms and provisions set forth in the Settlement Agreement.

5 a. The Court reviewed the declaration of Evelin Reyes from Simpluris, Inc.
6 ("Simpluris"), the Court-approved Claims Administrator. The Court finds notice
7 was provided to the Class pursuant to the Preliminary Approval Order, constitutes
8 the best practicable notice to the Class, and satisfied due process. Simpluris
9 discharged its duties to provide notice to the Class. Thus, the Court approves a
10 payment for Claims Administration Costs of \$34,040 for Simpluris' services in
11 administering this settlement, including the mailing of Individual Settlement
12 Payments according to the terms of the Agreement.²

13 13. PAGA Payment. The Court finds Private Attorneys General Act of 2004
14 ("PAGA") Payment of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid by
15 Defendant to the California Labor and Workforce Development Agency out of the Maximum
16 Settlement Amount and twenty-five percent (25%) of which (\$12,500) will be distributed, pro
17 rata, based on weeks worked to all PAGA Aggrieved Employees, to be reasonable and
18 appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in
19 the Settlement Agreement.

20 14. Funding of the Settlement. Within three (3) business days after the Final
21 Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting
22 of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will
23 deposit an amount equal to the sum of the Court approved Attorneys Fees and Costs, Class
24 Representative Enhancement Payment, Claims Administration Costs, PAGA Payment, total of
25 the Individual Settlement Payments expected to be paid based on the Claim Forms timely
26 submitted, and the employer-side payroll taxes computed by the Claims Administrator into a
27

28 ² While the Settlement Agreement states the Claims Administration Costs will not exceed
\$30,000, the Parties agreed to award the Claims Administrator \$34,040 due to the costs
incurred from the unexpected additional mailing the Claims Administrator had to undertake.

1 Qualified Settlement Fund ("QSF") account to be established by the Claims Administrator within
2 fourteen (14) calendar days of the Final Approval of the Settlement in accordance with the
3 instructions provided by the Claims Administrator. Within three (3) business days of the Court
4 granting final approval, the Claims Administrator will calculate all payments due. Individual
5 Settlement Payments shall be mailed by regular First-Class U.S. Mail to the respective
6 Claimant's last known mailing address within fourteen (14) calendar days after Defendant
7 deposits all Court-approved and claim amounts from the Maximum Settlement Amount into a
8 QSF.

9 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
10 Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contend the
11 proposed Settlement was the product of arm's-length negotiations following extensive litigation,
12 discovery, and exchange of documentation relating to Plaintiff's claims. The negotiations were
13 facilitated with the assistance of mediator Jeffrey A. Ross, an experienced and well-respected
14 class action mediator.

15 a. With respect to the benefit to the Class Members, Plaintiff's moving papers
16 indicate the *average* Individual Settlement Payment will be approximately
17 \$550.34, and the *highest* Individual Settlement Share will be about \$3,180.36
18 under the proposed allocation.

19 b. There were also no Notices of Objection to and only (2) Requests for Exclusion
20 from the Settlement. This is further proof of the fairness of the Settlement.

21 16. Uncashed Checks. Any checks issued to Claimants will be negotiable for at least
22 one hundred twenty (120) calendar days. Uncashed settlement checks will be sent to the *cy pres*
23 recipient Child Abuse Prevention Council.

24 17. Modification of Settlement Agreement. The Settlement Class Members are
25 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
26 modifications of the Settlement Agreement, by a written instrument signed by the Parties and
27 their counsel or their successors-in-interest. Such amendments or modifications shall be
28 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members

1 under the Settlement Agreement.

2 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
3 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
4 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
5 and for any other necessary purpose, including, without limitation:

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

16 ///

17 ///

18 ///

1 For the reasons set forth above, the Motion for Final Approval of Class Action
2 Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment is
3 GRANTED. The Claims Administrator is directed to carry out the terms of the Settlement
4 Agreement forthwith.

5 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
6 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
7 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
8 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
9 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
10 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
11 THE JUDGMENT THEREON.

12
13 IT IS SO ORDERED.

14
15 DATED: 10/14/22


HONORABLE JAYNE LEE
SUPERIOR COURT JUDGE

Jayne C. Lee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 October 18, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Flores v. Rivermaid Trading Company**
LWDA/Court Case No.: **LWDA Case No.: CM- 797434-20**
Court Case No.: STK-CV-UOE-2020-0008623
San Joaquin 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 October 18, 2022, at Pasadena, California.



Mariah Anderson