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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

REBECCA PINEDA, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

IPPOLITO INTERNATIONAL L.P.; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV001851

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

Date: February 22, 2022

Time: 9:00 a.m.

Dept.: 15

Complaint Filed: July 10, 2020

Plaintiff Rebecca Pineda (“Plaintiff” or “Pineda”) and Defendant Ippolito International L.P. (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint Stipulation of Class Action Settlement (“Stipulation” or “Settlement Agreement”) to settle the above-captioned class action subject to the Court’s approval (the “Settlement”).

This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class Action Settlement. The Court has read, heard, and considered all the pleadings and documents submitted, and the presentations made in connection with the Motion which came on for hearing

on February 22, 2022.

I. BACKGROUND

On July 10, 2020, Plaintiff, on behalf of herself and others similarly situated, filed suit against Defendant alleging class and PAGA claims for violation of Labor Code § 226(a), and violation of California Labor Code § 2698, *et seq.*

A. Class Members

The “Class Members” are defined as “all current and former employees of Defendant in the State of California who were paid wages at any time during the Class Period (April 2, 2019, through October 31, 2020).”

B. Operation of the Settlement

Pursuant to the Preliminary Approval Order dated November 16, 2021, this Court conditionally certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class Members via U.S. first class mail. The notice process was timely completed.

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

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available

1 methods for the fair and efficient adjudication of the controversy
2 ... Fed. R. Civ. Proc. 23.

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

4 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
5 FOLLOWS:

6 1. The Court, for purposes of this Order, adopts all defined terms and conditions as
7 set forth in the Settlement Agreement filed in this case.

8 2. The Court has jurisdiction over the subject matter of this litigation and the Class
9 Representative, the other members of the Class, and Defendant.

10 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
11 disseminated to the Class Members, constituted the best notice practicable under the
12 circumstances to all persons within the definition of the Class, and fully met the requirements of
13 California law and due process under the United States Constitution.

14 4. The Court approves the settlement of the above-captioned action, as set forth in
15 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
16 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
17 Agreement.

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

20 6. The Court hereby certifies the following Class for settlement purposes only: All
21 current and former employees of Defendant in the State of California who were paid wages at
22 any time during the Class Period (April 2, 2019, through October 31, 2020).

23 7. With respect to the Class and for purposes of approving the settlement only and
24 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
25 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
26 questions of law or fact common to the Class, and there is a well-defined community of interest
27 among members of the Class with respect to the subject matter of the claims in this litigation; (c)
28 the claims of Class Representative is typical of the claims of the members of the Class; (d) the

1 Class Representative has fairly and adequately protected the interests of the members of the
2 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
3 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
4 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
5 the Class.

6 8. Defendant shall fund \$125,000.00 of the total Gross Settlement Fund pursuant to
7 the terms of the Settlement Agreement.

8 9. The Court approves the Individual Settlement Payment amounts, which shall be
9 distributed pursuant to the terms of the Settlement Agreement.

10 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
11 \$41,666.66 and reimbursement of costs in the amount of \$7,366.91.00; (b) service award to the
12 Class Representative Rebecca Pineda in the amount of \$6,500.00; (c) the sum of \$7,500.000 to
13 be paid to the LWDA for PAGA Penalties; and (d) \$3,500.00 to the Claims Administrator,
14 Phoenix Settlement Administrators, for the costs relating to the claims administration process in
15 this matter. The Court finds that these amounts are fair and reasonable. Defendant is directed to
16 make such payments from the Gross Settlement Sum and in accordance with the terms of the
17 Settlement Agreement.

18 11. The Court hereby enters final judgment in this case in accordance with the terms
19 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
20 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
21 over the action and the Parties, including all Class Members, for purposes of enforcing and
22 interpreting this Order and the Settlement.

23 IT IS SO ORDERED AND ADJUDGED.

24
25 DATED: _____

26 HON. THOMAS WILLS
27 SUPERIOR COURT OF CALIFORNIA
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