

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 27 2023

 **L. Howell**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

RAMON CORDOVA, 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.

RAMKO INJECTION, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVSW2001409

Assigned for All Purposes to:
Honorable Craig Riemer
Department 1

CLASS ACTION

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

Hearing Date: February 27, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: November 24, 2020
FAC Filed: March 9, 2022
Trial Date: None Set

On February 27, 2023 at 8:30 a.m., Plaintiff Ramon Cordova's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement Payment came before the Court in Department 1 for a hearing pursuant to the Order Granting Preliminary Approval of the Class Action Settlement dated August 17, 2022 ("Preliminary Approval Order"). Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement Payment is based on the Parties' Amended Stipulation and Settlement of Class Action Claims ("Settlement Agreement," "Settlement," or "Agreement") attached as **Exhibit 4** to the Supplemental Declaration of Douglas Han in Support of Plaintiff's Renewed Motion for Preliminary Approval of Class Action Settlement that was filed on August 4, 2022. Since full and adequate notice was given to the Class as required in the Court's Preliminary Approval Order, and the Court considered all the papers filed and proceedings held herein, it is **ORDERED, ADJUDGED AND DECREED THAT:**

1. This Court has jurisdiction over the subject matter of this lawsuit and over all Parties to this lawsuit, including all Class Members.

2. The Court preliminarily certified this case as a class action under Code of Civil Procedure section 382 pursuant to Plaintiff's motion for preliminary approval of the class action settlement. The Class is defined as all current and former non-exempt employees who are or were employed by Defendant Ramko Injection, Inc. ("Defendant Ramko") in California and/or all current and former non-exempt employees who are or were employed by Real Time Staffing Services, LLC dba ResourceMFG and/or Select Staffing ("Select Staffing") (collectively, Defendant Ramko and Select Staffing shall be referred to as "Defendants") and placed on assignment at Defendant Ramko in California at any time during the November 24, 2016, to January 21, 2022 ("Class," "Class Members," and "Class Period"). "Participating Class Members" shall mean Class Members who do not timely request to be excluded from the Settlement and will, therefore, receive a share of the Net Settlement Amount.

3. The certified Class continues to meet all the requirements of Code of Civil Procedure section 382 and for the reasons set forth in the Court's Preliminary Approval Order.

4. Plaintiff is the Court-appointed class representative.

1 5. Justice Law Corporation is the Court-appointed Class Counsel.

2 6. The operative complaints allege Defendants: (a) failed to pay overtime wages;
3 (b) failed to pay meal period premiums; (c) failed to pay rest period premiums; (d) failed to pay
4 minimum wages; (e) failed to pay final wages in a timely manner; (f) failed to provide
5 compliant wage statements; (g) failed to reimburse business expenses; (h) violated Labor Code
6 sections 2698, *et seq.* (Private Attorneys General Act of 2004 ("PAGA")); and (i) violated
7 Business & Professions Code sections 17200, *et seq.*

8 7. The motion for final approval is granted. The Court approves the settlement as
9 fair, reasonable, and adequate. Pursuant to this, the Court makes the following awards and
10 approves the following payments:

- 11 a. \$290,000 to Class Counsel as the attorneys' fees;
- 12 b. \$15,380.74 to Class Counsel as the attorneys' costs;
- 13 c. \$10,000 to Plaintiff as the Enhancement Payment;
- 14 d. \$21,000 to Phoenix Class Action Administration Solutions, the
15 Settlement Administrator, as the Settlement Administration Costs; and
- 16 e. \$50,000 to the California Labor and Workforce Development Agency
17 ("LWDA") and Aggrieved Employees as the PAGA Payment.

18 8. Except for the payment due under the Agreement, the Parties are each to bear
19 their own costs and attorneys' fees.

20 9. The Court approves the Agreement. By extension, Defendants and the Released
21 Parties are discharged from all Released Claims and PAGA Released Claims in accordance with
22 the terms of the Agreement.

23 10. The Settlement Administrator is providing settlement administration services
24 for this settlement. On August 17, 2022, the Settlement Administrator received the Court-
25 approved Notice Packet. On September 9, 2022, Defendants delivered to the Settlement
26 Administrator the Class List that contained information for two thousand one hundred eighty-
27 two (2,182) Class Members. On September 20, 2022, the Settlement Administrator mailed
28 Notice Packets to two thousand one hundred eighty-two (2,182) Class Members by first-class

1 mail at their last known addresses and indicated the response deadline was November 4, 2022.
2 The Settlement Administrator remailed returned Notice Packets using forwarding addresses
3 affixed thereto or performing a skip trace or mass search on LexisNexis databases based on set
4 criteria to locate updated addresses. Ultimately, there was zero (0) undelivered Notice Packets.
5 The Settlement Administrator received no disputes, no objections, and only seven (7) requests
6 for exclusion. The Class Members who requested exclusion are Tracey Calhoun, Cathylee
7 Crandall, Tyler Harbin, Erick Huerta, Raduan Gonzalez, Abel Huerta, and Rebeca Amezquita.
8 The distribution of any payment to these Class Members under PAGA shall be accompanied by
9 the following statement: "The settlement check enclosed in this envelope is for the PAGA
10 portion of the settlement, not for the class portion of the settlement. Thus, cashing this
11 settlement check will not bar you from commencing a lawsuit for any alleged violations of the
12 Labor Code against Defendants or for any other claims you may have against Defendants."

13 11. If the case had not settled, there would have been additional risks and expenses
14 associated with continuing to litigate. Procedural hurdles (*i.e.*, motion practice, appeals) are also
15 likely to prolong the litigation as well as any recovery by the Participating Class Members.

16 12. Defendants agreed to settle for the non-reversionary sum of \$1,000,000,
17 meaning none of the Gross Settlement Amount will revert to Defendants. Moreover, Defendants
18 will have no obligation to pay any amount in connection with the Settlement apart from the
19 Gross Settlement Amount and the Employers' Share of Payroll Taxes on the portion of the
20 Individual Settlement Payments that constitutes wages. According to the Settlement
21 Administrator's calculations, the gross *average* Individual Settlement Payment will be about
22 \$282.12, the gross *highest* Individual Settlement Payment will be around \$3,068.59, and the
23 gross *lowest* Individual Settlement Payment will be about \$12.27.

24 13. Class Counsel's investigation included discovery, reviewing personnel records,
25 policy records, and sampling of time and pay records, and forming a damage model based on all
26 of these. The Parties mediated this case with Jeffrey A. Ross, Esq., a respected and highly
27 experienced mediator in wage-and-hour class actions. In connection with mediation and through
28 discussions with counsel for Defendants, Class Counsel also discussed all aspects of the case,

1 including the risks of litigation and the risks to both Parties of proceeding with a motion for
2 class certification as well as the law relating to meal and rest breaks.

3 14. Class Counsel have extensive experience with wage-and-hour class litigation.
4 Based on their experience, Class Counsel are of the opinion the Settlement is in the best interest
5 of the Class and provides substantial benefit to Participating Class Members.

6 15. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
7 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

8 16. Fees are sought pursuant to the percentage method. The determination of what
9 constitutes an appropriate percentage “is somewhat elastic and depends largely on the facts of a
10 given case, but certain factors are commonly considered. Specifically, the court may address the
11 percentage likely to have been negotiated between private parties in a similar case, percentages
12 applied in other class actions, the quality of class counsel, and the size of the award.” (*In re Ikon*
13 *Office Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.)

14 17. These factors favor awarding the attorneys’ fees. As for the first factor, private
15 contingency fee agreements are routinely thirty percent (30%) to forty percent (40%) of the
16 recovery. (*In re Ikon Office Solutions, Inc., Securities Litigation, supra*, 194 F.R.D. at p. 194.)
17 As for the second factor, although the median percentage of attorney fees in class action is
18 twenty-five percent (25%), “most fees appear to fall in the range of nineteen to forty-five
19 percent.” (*Ibid.*) As for the third factor, Class Counsel have experience in class actions,
20 including wage-and-hour cases. Class Counsel achieved exceptional results for the Class as
21 evidenced by the Class’s reaction to the Settlement. As for the fourth factor, Class Counsel
22 negotiated a \$1,000,000 Gross Settlement Amount. Applying the lodestar cross-check, Class
23 Counsel indicate they invested 458.5 hours on this matter. Consequently, the base lodestar fees
24 calculation for Class Counsel is \$316,325, resulting in a modest multiplier of 1.05. Moreover,
25 Class Counsel’s hourly rates appear to be fair for attorneys with their years of experience, and
26 the hours spent are reasonable for this case. It appears Class Counsel utilized skill in litigating
27 this case and have good reputations in the legal community. It also appears Class Counsel spent
28 a significant time on the case, which could have been spent on other meritorious cases. Because

1 the attorneys' fees is based on a reasonable percentage of the settlement fund, is supported by
2 the lodestar calculation, and did not receive objections from the Class, the Court grants final
3 approval of the attorneys' fees of \$290,000.

4 18. Class Counsel seek attorneys' costs of up to \$20,000. Class Counsel's actual
5 costs and expenses incurred total \$15,380.74 and consist of filing fees, mediation fees, expert
6 analysis fees, court appearances, copying, filing, and service. These costs appear reasonable and
7 necessary to the conduct of the litigation. Furthermore, the maximum attorneys' costs sought
8 was disclosed to Class Members, and no objection were received. For these reasons, the Court
9 grants final approval of the attorneys' costs of \$15,380.74.

10 19. Class Counsel seek Enhancement Payment of \$10,000 to Plaintiff. The Court
11 considers the following factors in determining to pay an incentive or enhancement payment to a
12 class representative: (a) whether an incentive was necessary to induce participation; (b) actions
13 taken by the class representative to protect the interests of the class; (c) degree to which the
14 class benefited from the class representative's actions; (d) amount of time and effort the class
15 representative expended; (e) risk to the class representative in commencing the lawsuit; (f)
16 notoriety and personal difficulties encountered by the class representative; (g) duration of the
17 litigation; and (h) personal benefit (or lack thereof) enjoyed by the class representative.
18 (California Practice Guide, Civil Procedure Before Trial, ¶ 14:146.10 (The Rutter Group 2012)
19 (*citing Clark v American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v.*
20 *Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases*
21 (2010) 186 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*
22 (2010) 186 Cal.App.4th 399, 412.) Plaintiff devoted several hours to this litigation, which
23 played an integral role in allowing this matter to eventually settle as opposed to being litigated
24 for several more months or even years. Specifically, Plaintiff assisted Class Counsel by
25 participating in multiple conferences with Class Counsel, gathering and reviewing documents
26 produced by Defendants with Class Counsel, and providing pertinent documents and
27 information to Class Counsel. Plaintiff also helped Class Counsel prepare for mediation and
28 made himself available via Zoom and telephone during mediation. Furthermore, Plaintiff took

1 the time to review and approve the Settlement Agreement (and exhibits), including its
2 amendments, before signing it. Plaintiff freely chose to champion the rights of the Class,
3 accepted the risks and sacrifices associated with being a class representative, and does not have
4 interests averse to the Class. Finally, none of the Class Members objected to the Enhancement
5 Payment. Thus, the Court grants final approval of the Enhancement Payment of \$10,000.

6 20. The Settlement Administrator requests Settlement Administration Costs of
7 \$21,000. Based upon the work performed and yet to be performed, including the fact the Class
8 Members were provided notice of the Settlement Administration Costs and none objected, the
9 Court grants final approval of the Settlement Administration Costs of \$21,000.

10 21. Finally, the Court grants final approval of the PAGA Payment of \$50,000,
11 seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA and twenty-five
12 percent (25%) of which (\$12,500) will be paid to the Aggrieved Employees.

13 22. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT
15 CHECK IS ENCLOSED" and take all actions in furtherance of the settlement administration.

16 23. Participating Class Members and Aggrieved Employees have one hundred
17 eighty (180) days from the date their Individual Settlement Payment checks are dated to cash
18 their settlement checks. Any uncashed settlement checks will be canceled and paid to the
19 California State Controller's Office Unclaimed Property Division in the name of the
20 Participating Class Members and Aggrieved Employees. Any costs associated with
21 administering the remaining funds under described herein (e.g., bank stop-payment charges,
22 settlement administration costs associated with any reserve amount) or payments to the
23 California State Controller's Office Unclaimed Property Division will be deducted before their
24 deposit to the California State Controller's Office Unclaimed Property Division. The uncashed
25 checks shall remain in the Settlement Administrator's Qualified Settlement Fund and not be
26 distributed to the California State Controller's Office Unclaimed Property Division until the
27 court enters an amended judgment pursuant to Code of Civil Procedure section 384(a).

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1 24. The Settlement Administrator will mail reminder postcards to Participating
2 Class Members whose settlement checks have not been negotiated within sixty (60) days after
3 the date of mailing.

4 25. If any of the Participating Class Members are current employees of Defendants,
5 the distribution mailed to those employees is returned to the Settlement Administrator as being
6 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
7 Settlement Administrator shall arrange with Defendants to have those distributions delivered to
8 the employees at their place of employment.

9 26. Once the Court grants this Order of Final Approval and Judgment, the
10 Settlement Administrator will mail a notice of entry of judgment to Participating Class
11 Members alongside their settlement checks by first-class mail. The notice of entry of judgment
12 will state, "The Superior Court of California, County of Riverside, granted final approval of the
13 *Ramon Cordova v. Ramko Injection, Inc.* matter, Case Number CVSW2001409, on ~~January~~ ^{February} 27,
14 2023. As a result, the Settlement Administrator has enclosed your settlement check alongside
15 this notice of entry of judgment."

16 27. All Parties, including each and all Participating Class Members, are bound by
17 this Order of Final Approval and Judgment and by the Settlement Agreement. All Participating
18 Class Members shall be deemed to have entered the Settlement Agreement.

19 ~~28. Without affecting the finality of this Order of Final Approval and Judgment, this~~
20 ~~Court retains continuing jurisdiction over: (a) implementation of the Agreement and any award~~
21 ~~or distribution of the Gross Settlement Amount, including interest earned thereon; (b)~~
22 ~~disposition of the Gross Settlement Amount; (c) hearing and determining applications for the~~
23 ~~Attorneys' Fees and Costs; and (d) all Parties hereto for the purpose of construing, enforcing,~~
24 ~~and administering the Agreement.~~

25 29. Without affecting the finality of this Order of Final Approval and Judgment, this
26 Court shall retain continuing jurisdiction over this lawsuit and the Parties, including all matters
27 pertaining to the implementation and enforcement of the terms of the Settlement and all Class
28 Members. Except as provided to the contrary herein, any disputes or controversies arising with

1 respect to interpretation, enforcement, or implementation of the Settlement shall be presented by
2 motion to the Court for resolution.

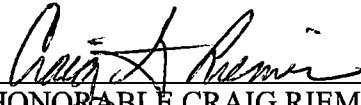
3 30. A Final Report (Nonappearance) Hearing is scheduled on October 27, 2023
4 before this same court and department. Within five (5) court days before this hearing, Plaintiff
5 shall file a report (declaration) concerning the amount of money distributed along with a
6 proposed amended judgment.

7 31. This Order of Final Approval and Judgment is intended to be a final disposition
8 of the above-captioned action in its entirety and is intended to be immediately appealable.
9 Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of
10 the Court to enter Order of Final Approval and Judgment.

11 32. There is no just reason for any delay in the entry of this Order of Final Approval
12 and Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk of the
13 Court is expressly directed.

14
15 **IT IS SO ORDERED.**

16
17 DATED: February 27, 2023


HONORABLE CRAIG RIEMER
SUPERIOR COURT JUDGE

