

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

ADRIAN ESCOBEDO, individually, on behalf
of other members of the general public similarly
situated;

Plaintiff,

v.

AMERIPEC, INC., a California corporation;

Defendant.

Case No.: 30-2020-01170846-CU-OE-CXC

Assigned for All Purposes to:
Honorable Peter Wilson
Department CX-101

CLASS ACTION

**ORDER OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: January 19, 2023
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-101

Complaint Filed: November 18, 2020
FAC Filed: April 14, 2022
Trial Date: None Set

This matter came before Honorable Peter Wilson in Department CX-101 of the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on Plaintiff Adrian Escobedo’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorney Fees Award, Cost Award, and Class Representative Enhancement Payment.

On September 16, 2022, the Court entered an Order Preliminarily Approving Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled case in accordance with the Joint Stipulation of Settlement and

1 Release, Amendment to the Joint Stipulation of Settlement and Release, and Second
2 Amendment to the Joint Stipulation of Settlement and Release (“Settlement Agreement,”
3 “Settlement,” or “Agreement”)¹, which, together with the exhibits annexed thereto, sets forth
4 the terms and conditions for settlement of this case.

5 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and
6 oral argument, and good cause appearing:

7 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of
10 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds
11 the applicable requirements of Code of Civil Procedure section 382 and California Rule of
12 Court 3.769, *et seq.*, have been satisfied with respect to the Class and Settlement Agreement.
13 The Court makes final its earlier provisional certification of the Class for settlement purposes,
14 as set forth in the Preliminary Approval Order. The Class is defined to include:

15 All current and former non-exempt employees (whether hired directly or
16 through a staffing agency or labor contractor) of Defendant Ameripec, Inc.
17 (“Defendant”) who worked for Defendant within California for any period of
18 time between August 31, 2016 and May 29, 2019 (“Class,” “Class Members,”
19 and “Class Period”).²

20 Private Attorneys General Act of 2004 (“PAGA”) Members are defined to include:

21 All current or former non-exempt employees (whether hired directly or through a
22 staffing agency or labor contractor) who worked for Defendant within California
23 for any period of time between August 31, 2019 up through and including March
24 1, 2022 (“PAGA Members” and “PAGA Period”).

25 The Notice of Class Action and PAGA Settlement (“Notice”) and the Election Not to
26 Participate In Class Action Settlement (“Exclusion Form”) (collectively, known as the “Notice
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28 ¹ The ROA numbers of the documents that contain the Joint Stipulation of Settlement and
Release, Amendment to the Joint Stipulation of Settlement and Release, and Second
Amendment to the Joint Stipulation of Settlement and Release are # 100, # 133, and # 149.

² The Workweek Escalator in section V(L)(22) of the Settlement Agreement was
triggered. Pursuant to the terms of the Settlement Agreement, Defendant elected to end the
Class Period on the date that is one day before the date the number of workweeks hits

Packet”) mailed to the Class Members: (1) fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from the Settlement; (2) was the best notice practicable under the circumstances; (3) was valid, due, and sufficient notice to all Class Members; and (4) complied fully with the laws of California, U.S. Constitution, due process, and other applicable law. The Notice Packet fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

The Court grants final approval of the Agreement, as reflected in the Agreement, and finds the Agreement reasonable, adequate, and in the best interests of the Class. The Court finds: (1) the Agreement was reached following meaningful discovery and investigation conducted by Class Counsel; (2) the Agreement is the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and (3) the terms of the Agreement are fair, adequate, and reasonable.

The Settlement Agreement is not an admission by Defendant, nor is this Order of Final Approval and Judgment (“Order and Judgment”) a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

The Court considered there were no requests for exclusion submitted by Class Members. The Court also considered no objections or disputes were submitted by Class Members.

The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate, and reasonable, and is approved. It is ordered Defendant shall pay the Gross Settlement Amount of \$472,500 in accordance with the methodology and terms set forth in the Settlement.

It is ordered the Settlement Administrator shall distribute settlement payments (“Individual Settlement Shares”) to all Class Members who do not submit valid and timely Exclusion Forms to the Settlement Administrator (“Participating Class Members”) according to

25,416. Thus, the Class Period now ends on May 29, 2019 instead of March 1, 2022.

1 the methodology and terms set forth in the Settlement Agreement.

2 It is ordered, pursuant to Code of Civil Procedure section 384, Participating Class
3 Members and PAGA Members must cash or deposit their Individual Settlement Share and
4 Individual PAGA Payment checks within one hundred eighty (180) calendar days after the
5 checks are mailed to them. Uncashed settlement checks will be cancelled and paid to the
6 California State Controller's Office in accordance with California Unclaimed Property Law,
7 California Civil Code section 1500, *et seq.*, so that Participating Class Member(s) and/or PAGA
8 Members will have their Individual Settlement Share(s) and/or Individual PAGA Payment(s)
9 available to them per the applicable claim procedure to request that money from California.

10 The Court finds the request for the Attorney Fee Award of \$157,500 falls within the
11 range of reasonableness, and it is approved. It is hereby ordered the Settlement Administrator
12 will issue payment of \$157,500 to Class Counsel as the Attorney Fee Award according to the
13 methodology and terms set forth in the Settlement Agreement.³

14 The Court finds the reimbursement of litigation costs and expenses of \$14,228.35
15 incurred by Class Counsel is reasonable and is approved. Thus, it is hereby ordered the
16 Settlement Administrator will issue payment of \$14,228.35 to Class Counsel as the Cost Award
17 for reimbursement of litigation costs and expenses.

18 The Court finds the Class Representative Enhancement Payment sought by Plaintiff is
19 fair and reasonable. It is ordered the Settlement Administrator will issue a payment of \$5,000 to
20 Plaintiff as the Class Representative Enhancement Payment.

21 It is further ordered the Settlement Administrator shall pay itself \$9,500 as its
22 Administration Costs for the services performed and costs incurred pursuant to the notice and
23 administration process in accordance with the Settlement.

24 The Court finds the allocation of \$25,000 toward penalties under PAGA is fair,
25 reasonable, and appropriate, and is approved. The Settlement Administrator shall distribute the
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27 ³ The Parties agreed to ask for an Attorney Fee Award of one-third (1/3) of the Gross
28 Settlement Amount instead of thirty-five percent (35%) of the Gross Settlement Amount
reflected in the Settlement Agreement.

1 PAGA Payment as follows: seventy-five percent (75%) of the PAGA Payment (\$18,750) shall
2 be paid to the California Labor and Workforce Development Agency, and twenty-five percent
3 (25%) of the PAGA Payment (\$6,250) shall be distributed to PAGA Members, on a pro rata
4 basis ("PAGA Payment"), according to the methodology and terms set forth in the Settlement.

5 Notice of entry of judgment shall be provided to the Class by the Settlement
6 Administrator by posting the judgment on the static website created for the Class for a period of
7 180 days.

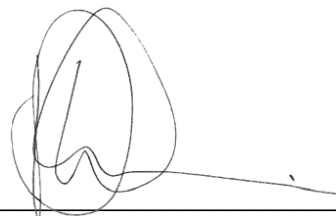
8 After entry of this Order and Judgment, pursuant to California Rules of Court, Rule
9 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and
10 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
11 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
12 with the distribution of settlement benefits.

13 The Court sets a case review for October 27, 2023 at 2:00 p.m. in Department CX-101.
14 Within ten (10) calendar days before this hearing, Plaintiff shall file a compliance status report.
15 Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the
16 total amount paid to Participating Class Members and the residual of the unclaimed settlement
17 funds that will be paid to the entity identified as the recipient of such funds in the Settlement
18 Agreement.

19 This Court HEREBY ORDERS, ADJUDGES, AND DECREES judgment is hereby
20 entered in accordance with the terms of this Order and Judgment and the Agreement.

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22 **IT IS SO ORDERED.**

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24 DATED: January 24, 2023



25 HONORABLE PETER WILSON
26 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 January 24, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Escobedo v. Ameripec, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-804605-20**
Court Case No.: 30-2020-01170846-CU-OE-CXC
Orange 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 January 24, 2023, at Pasadena, California.



Mariah Anderson