

1 Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
2 Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
3 LAUBY, MANKIN & LAUBY LLP
4 4590 Allstate Drive
Riverside, CA 92501
5 Tel: (951) 320-1444
Fax: (951) 320-1445

6 Attorneys for Plaintiff and others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2022

BY 
JESSICA MORALES, DEPUTY

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
10

11 CESAR TORRES, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated; and MARK
14 EURICH, individually, on a representative
basis, and on behalf of all others similarly
situated;

15 Plaintiff,

16 vs.
17

18 EPAC LOS ANGELES, LLC, a Delaware
Limited Liability Company; EPAC
19 NORCAL, LLC, a Delaware Limited
Liability Company; EPAC HOLDINGS,
20 LLC, a Delaware Limited Liability Company;
21 EPAC, LLC, a Delaware Limited Liability
Company; and DOES 1 through 20, inclusive;

22 Defendants.
23
24
25
26
27
28

Case No.: CIVDS2017140
[Assigned to Hon. Judge David Cohn, Dept.
S26, for all purposes]

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

Complaint filed: August 24, 2020

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action Settlement Agreement (the "Settlement Agreement") came for hearing
3 in Department S26 of the above entitled court. The Final Approval Motion was unopposed by
4 Defendants ePac Los Angeles, LLC, ePac Norcal, LLC, ePac Holdings, LLC and ePac, LLC
5 (collectively, "Defendants"). Having considered the Final Approval Motion, the Settlement
6 Agreement, the Declarations, and all other materials properly before the Court and having
7 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that
8 the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement
9 is approved. Due and adequate notice having been given to the Class, and the Court having
10 considered the Settlement Agreement, all papers filed and proceedings had herein and all oral
11 and written comments received regarding the proposed settlement, and having reviewed the
12 record in this Litigation, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendants.

18 3. The Court finds that the distribution of the Class Notice, as provided for in the
19 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
20 under the circumstances to all Class Members and fully met the requirements of California law
21 and due process under the California and United States Constitution. Based on evidence and
22 other material submitted, the actual notice to the class was adequate.

23 4. The Court finds that the instant Action presented a good faith dispute of the
24 claims alleged, and the Court finds in favor of settlement approval.

- 25 a. Specifically, the claims on behalf of the Class Members included (1)
26 failure to pay minimum wages, (2) failure to pay overtime wages, (3)
27 failure to provide meal periods, (4) failure to provide rest breaks, (5)
28 failure to pay vested vacation, (6) failure to timely pay wages each period

1 and upon separation of employment, (7) failure to provide accurate
2 itemized wage statements, and (8) unfair business practices pursuant to
3 Business and Professions Code §17200 et seq.

4 b. The claims on behalf of the Aggrieved Employees included any and all
5 PAGA claims that Plaintiff alleged against the Released Parties, on behalf
6 of Aggrieved Employees and State of California, based on the facts stated
7 in Plaintiff's Complaint and in Plaintiff's LWDA notice letter, including
8 all PAGA claims seeking civil penalties that is premised upon (1) failure
9 to pay minimum wages, (2) failure to pay overtime wages, (3) failure to
10 provide meal periods, (4) failure to provide rest breaks, (5) failure to pay
11 vested vacation, (6) failure to timely pay wages each period and upon
12 separation of employment, (7) failure to provide accurate itemized wage
13 statements, and (8) all other claims for civil penalties recoverable under
14 the Private Attorneys General Act, Labor Code § 2698 *et seq.* based on the
15 facts or claims alleged in the Complaint.

16 5. There were no Objections and no Requests for Exclusion to the Settlement. As
17 such, all Participating Class Members are entitled to payment pursuant to the Settlement and this
18 Judgment.

19 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
20 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
21 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
22 Settlement Agreement.

23 7. The Settling Parties are to bear their own costs, except as otherwise provided in
24 the Settlement Agreement.

25 8. For purposes of effectuating this Order and Judgment, this Court has certified the
26 following class: "all current and former non-exempt employees of Defendants who worked in the
27 State of California at any time during the Class Period of August 24, 2016, through July 24,
28 2021," as defined in the Settlement Agreement. The Court deems this definition sufficient for

1 purposes of California Rules of Court, rule 3.765(a).

2 9. With respect to the Settlement Class and for purposes of approving this
3 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
4 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
5 fact common to the Settlement Class Members, and there is a well-defined community of interest
6 among the Settlement Class Members with respect to the subject matter of the Action; (c) the
7 claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
8 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
9 action is superior to other available methods for an efficient adjudication of this controversy; and
10 (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve
11 as counsel for the Plaintiff in his individual and representative capacity and for the Settlement
12 Class.

13 10. By this Judgment, the Class Representative shall release, relinquish, and
14 discharge, and each of the Participating Class Members shall be deemed to have, and by
15 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
16 discharged all Released Claims, as defined in the Settlement Agreement.

17 11. For purposes of effectuating this Order and Judgment, the PAGA Released
18 Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which
19 consists of "all current and former non-exempt employees of Defendants who worked in the
20 State of California at any time during the PAGA Period of August 24, 2019, through July 24,
21 2021."

22 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
23 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
24 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating
25 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
26 Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released
27 Parties; or (ii) is or may be deemed to be or may be used by any of the plaintiffs or Participating
28 Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of

1 the other Released Parties in any civil, criminal, or administrative proceeding in any court,
2 administrative agency, or other tribunal. Defendants or any of the other Released Parties may
3 file the Settlement Agreement and/or the Judgment from this Action in any other action that may
4 be brought against it or them in order to support a defense or counterclaim based on principles of
5 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
6 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7 13. The Maximum Settlement Amount to be paid under the Settlement Agreement is
8 \$120,000. From this amount, Class Counsel sought an award of attorney's fees of \$40,000,
9 litigation expenses of \$10,000, a Service Award of \$2,500 for Class Representative Mark Eurich,
10 \$4,000 to the Settlement Administrator, Simpluris, \$7,500 to the LWDA for PAGA penalties and
11 \$2,500 to the Aggrieved Employees for PAGA penalties. Defendants do not oppose these
12 requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
13 awards the payments set forth below from the Settlement Amount:

- 14 A. \$40,000 to Class Counsel for attorneys' fees;
- 15 B. \$10,000 to Class Counsel for costs/expenses;
- 16 C. \$2,500 to Mark Eurich as a Service Award;
- 17 D. \$4,000 to the Settlement Administrator, Simpluris;
- 18 E. \$7,500 to the LWDA;
- 19 F. \$2,500 to the Aggrieved Employees on a pro rata basis;
- 20 G. After deducting the foregoing payments from the Settlement Amounts, the
21 remainder shall form the Net Settlement Amount payable to the
22 Participating Class Members as set forth in the Settlement Agreement and
23 as calculated by the Settlement Administrator.

24 14. Defendants are directed to fund the Maximum Settlement Amount within 15 days
25 of the Effective Date. The Settlement Administrator is directed to calculate the Participating
26 Class Members' Individual Settlement Amounts from the Net Settlement Amount, as well as the
27 payments due to the Aggrieved Employees, and issue all payments within 10 days of receipt of
28 the payment in accordance with the Settlement Agreement. Concurrently with mailing the

1 settlement checks to the Class Members and Aggrieved Employees, the Settlement Administrator
2 include a Notice of Entry of Judgment to all Class Members either on a postcard or as a
3 detachable portion of the check, noting the following: "Please be advised that on [date] the
4 Superior Court of California for the County of San Bernardino entered Judgment in the case
5 entitled *Torres/Eurick v. ePac Los Angeles, LLC, et al.*, Case No. CIVDS2017140, on behalf of
6 all current and former non-exempt employees of Defendants who worked in the State of
7 California at any time during the Class Period of August 24, 2016, through July 24, 2021."

8 15. Participating Class Members shall have 180 days to negotiate the settlement
9 check from the date of issuance by the Settlement Administrator. In the event that a
10 Participating Class Member does not negotiate his/her check within this time period, the check
11 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
12 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
13 Office in the name of the Class Member.

14 16. The following dates shall govern for purposes of this implementing this
15 Order/Judgment:

16 March 28, 2022	Final Approval is entered and the Effective Date occurs
17 April 12, 2022	Defendants are directed to fund the Maximum Settlement Amount and separately pay their share of the employer's tax, as calculated and directed by the Settlement Administrator.
18 April 22, 2022	Settlement Administrator to issue checks to participating Class Members, Class Representative, Class Counsel, Aggrieved Employees and LWDA.
19 October 19, 2022	Deadline for Class Members to cash settlement checks.
20 January 9, 2023	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the date payment was issued to the State Controller.

21 ///

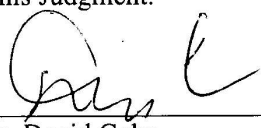
22 ///

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

17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, Aggrieved Employees, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 4/19/22



Hon. David Cohn