

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

10
11 MARIA DE JESUS ROMERO, as an
12 individual and on behalf of other similarly
situated employees,

13 Plaintiff,

14 vs.

15 MARUCHAN, INC., a California corporation,
16 EMPLOYBRIDGE, LLC, a California
17 corporation, REAL TIME STAFFING
18 SERVICES, LLC, a California corporation and
DOES 1-50, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

) Case No.: 30-2020-01155487-CU-OE-CXC

) Assigned for all purposes to:
) Hon. Melissa McCormick
) Dept. CX 104

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFF ROMERO’S MOTION FOR**
) **FINAL APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: January 25, 2024
) Time: 2:00 pm
) Place: Department CX104

) Action Filed: January 27, 2020
) Trial Date: None

**[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 THIS MATTER is before the Court on Plaintiff’s Motion for Final Approval of Class
2 Action Settlement and his Motion for an Order Awarding Attorneys’ Fees and Costs to
3 Plaintiff’s Counsel and Enhancement Fee to the Class Representative. In accordance with the
4 Final Approval Order, Class Members have been given notice of the terms of the Settlement,
5 including had an opportunity to object to it, comment on it, participate in it, and/or exclude
6 themselves from it. Having considered the proposed Settlement, the award of attorneys’ fees and
7 costs and the service award to the class representative, and conducting the final approval hearing
8 held on January 25, 2024, the Court pursuant to Code of Civil Procedure § 382, hereby grants
9 Plaintiff’s motion.

10 **I. FACTUAL BACKGROUND**

11 On August 17, 2020, Plaintiff filed her original Complaint against Defendants on behalf
12 of the Class. On November 20, 2020, Plaintiff filed a First Amended Complaint on behalf of the
13 Class and the PAGA Group Members. On March 4, 2021, Plaintiff filed the operative Second
14 Amended Complaint on behalf of the Class and the PAGA Group Members. Plaintiff asserted
15 ten causes of action in her Second Amended Complaint against Defendants: (1) “Claim for
16 Failure to Pay Minimum Wages (Cal. Lab. Code Section 1194; IWC Wage Orders 1, 4, 7, and 9
17 Section 3);” (2) “Claim for Failure to Pay Overtime Wages (Cal. Lab. Code Section 1194, IWC
18 Wage Orders 1, 4, 7, and 9 Section 3);” (3) “Claim for Failure to Pay Timely Wages (Lab. Code
19 § 221);” (4) “Claim for Failure to Unlawfully Receive Wages (Lab. Code § 221);” (5) “Claim for
20 Failure to Provide Meal Breaks (IWC Wage Orders 1, 4, 7, and 9, Section 11);” (6) “Claim for
21 Failure to Provide Rest Periods (IWC Wage Orders 1, 4, 7, and 9, Section 12);” (7) “Claim for
22 Failure to Provide and Maintain Accurate Itemized Wage Statements and Maintain Records
23 (Lab. Code § 226(a));” (8) “Claim for Failure to Pay Timely Wages Upon Termination (Lab.
24 Code § 203);” (9) “Unlawful Business Practices Under (Bus. And Prof. Code § 17200, et
25 seq.[]];” and (10) “Violation of the California Labor Code Private Attorneys General Act of 2004
26 (Cal Lab. Code §§ 2698, et seq.)”. The Second Amended Complaint sought unpaid wages, actual
27
28

1 damages, statutory damages, monetary damages, interest, statutory penalties, civil penalties,
2 liquidated damages, restitution, declaratory and injunctive relief, equitable relief, pre-judgment
3 interest, and attorneys' fees and costs.

4 After the parties engaged in discovery, Defendants agreed to mediate the case and
5 participated in a mediation on February 7, 2022. While no resolution was reached on that date,
6 the Parties thereafter continued to engage in settlement discussions over the subsequent months
7 and, on May 27, 2022, ultimately accepted a mediator's proposal made by Mr. Ross after
8 considerable additional negotiations. Thereafter, Defendants entered into a signed Stipulation of
9 Class Action Settlement setting forth the terms of the proposed Settlement, which is before the
10 Court. In reaching the proposed Settlement, Defendants did not (and do not) concede that it has
11 violated the California Labor Code or the Business and Professions Code, and Defendants
12 continue to deny the allegations contained in Plaintiffs' complaints.

13
14 Plaintiff has moved this Court for final approval of the Settlement and has submitted
15 documents in support thereof. No opposition was filed to Plaintiff's motion, and no Class
16 Member objected to the Settlement. Plaintiff's motion came on for hearing before this Court on
17 January 25, 2024 at 2:00 p.m.

18 The Court, having fully considered Plaintiff's notice of motion and motion, the
19 memorandum of points and authorities in support thereof, the declarations in support thereof, the
20 Settlement Agreement itself, the Court, HEREBY ORDERS AND MAKES
21 DETERMINATIONS AS FOLLOWS:

22 **II. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
23 **SETTLEMENT**

24 The Court finds that certification of the following Class, for settlement purposes only, is
25 appropriate under the California Code of Civil Procedure:

26 The "Class" or "Class Members" is defined as:
27
28

1 All current and former non-exempt or hourly employees deployed by Real Time to
2 work at Maruchan's Deere Facility at any time during the Class Period of August 17,
3 2016 through April 30, 2022 who did not sign an arbitration agreement.

4 1. Accordingly, solely for purposes of this settlement only, the PAGA Group
5 Members are defined as follows:

6 All current and former non-exempt or hourly employees deployed by Real Time to
7 work at Maruchan's Deere Facility at any time during the PAGA Period of September
8 16, 2019 to April 30, 2022.

9 The Court finds that the Class defined above meets ascertainability, numerosity,
10 commonality, and predominance requirements that justify certification, and that resolution of this
11 matter through a class action settlement is superior to other available methods.

12 The Court finds further that:

- 13 (1) Plaintiff Maria De Jesus Romero is an adequate and typical Class Representatives and
14 appoints her as Class Representative; and
15 (2) Plaintiff's Counsel has adequately represented the Class and its appointment as Class
16 Counsel is confirmed.

17 Accordingly, the Court certifies the Class described above for settlement purposes only.

18 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
19 adequate, and reasonable when balanced against the possible outcome of further litigation
20 relating to class certification, liability, and damages. The Court finds further that settlement at
21 this time will avoid substantial additional costs and will avoid the delay and risks presented by
22 continued prosecution of the litigation. The Court also finds that the settlement has been reached
23 after arm's length negotiations between the parties. The terms of the operative settlement
24 agreement shall be incorporated herein and consistent with this Order and Judgment.

25 Following notice that was sent to the Class Member by first class mail, no Class member
26 objected to any of the terms of the Settlement and one Class Member opted out. The name of the
27

individual that opted out is Susan M. Haddad. Such non-opposition to the settlement is evidence of the settlement's fairness, adequacy, and reasonableness. Taking into account (1) the value of the \$459,375.00 cash settlement, (2) the risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the positive reaction of Class Members, the Court finds that the settlement is fair, adequate, reasonable, and deserves this Court's final approval.

III. CLASS RELEASE

By operation of the entry of the Final Approval Order and Judgment, each Participating Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release Defendants and each of the Released Parties of and from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind during the Class Period, for any and all claims asserted or that could have been asserted based on the facts alleged in the Second Amended Complaint in the Action, including those for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages during employment; (4) failure to unlawfully receive wages; (5) failure to provide meal periods; (6) failure to authorize and permit rest periods; (7) failure to provide and maintain accurate itemized wage statements; (8) failure to maintain required records; (9) failure to pay all wages due to discharged and quitting employees; (10) claims brought under California Business & Professions Code section 17200 et seq. including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses based on the facts and allegations contained in the Second Amended Complaint; (11) penalties of any nature other than under PAGA; (12) interest; (13) liquidated damages; (14) attorneys' fees; and (15) costs.. The release is limited to Class Members who did not sign arbitration agreements. This settlement shall have no impact or effect on individuals who signed arbitration agreements.

- 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

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

1 work and costs until the completion of this matter, in accordance with the terms of the
2 Settlement, is fair and reasonable under the circumstances.

3 This amount shall be paid by Defendants according to the terms of the operative Joint
4 Stipulation of Settlement and Release of Class Action Settlement.

5 **VII. SERVICE AWARD TO THE CLASS REPRESENTATIVE**

6 Plaintiff seeks service awards to the class representatives, Maria De Jesus Romero, in the
7 amount of \$5,000.00 as compensation for the time, effort, and risk they spent to enable the Class
8 Members to receive this recovery.

9 The Court notes that California and federal courts regularly approve service awards to
10 compensate the class representative for the services they provide to the class, the time and effort
11 they invest on behalf of others, and the risks that they incur during the course of class action
12 litigation.

13 Class Representative Maria De Jesus Romero performed a service to Class members,
14 including bringing this action, producing relevant documents, and making itself available to and
15 working with Plaintiff's Counsel throughout the action. In light of these services, the service
16 award to the class representative is appropriate. Although the proposed service award was
17 disclosed to the Class in the Notice, no class member objected to it.

18 For the foregoing reasons, the Court finds that the service award of \$5,000.00 to Plaintiff
19 Maria De Jesus Romero is fair and reasonable considering their service to Class Members.

20 **VIII. CLAIMS ADMINISTRATION COSTS**

21 Plaintiff seeks costs for the claims administrator in the amount of \$7,500.00 for all work
22 regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall
23 be paid by Defendants according to the terms of the operative Joint Stipulation of Settlement and
24 Release of Class Action Settlement. For the foregoing reasons, the Court finds that the
25 administration costs of \$7,500.00 is fair and reasonable considering its service to Class
26 Members.
27
28

1 **IX. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

2 The Claims Administrator shall pay the LWDA \$37,500.00 (representing 75% of the
3 \$50,000.00 PAGA component of the Settlement Agreement).

4
5
6 Dated:

JUDGE OF THE SUPERIOR COURT

7
8 By: _____
9 The Honorable Judge Melissa McCormick
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28