

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE-CIVIL COMPLEX CENTER

JOAQUIN SANTIBANEZ, and JORGE
MAZARIEGOS, as individuals and on behalf
of other similarly situated employees,

Plaintiff,

vs.

DANCHUK MANUFACTURING, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.: 30-2020-01155466-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Dept. CX 105

**~~AMENDED [PROPOSED]~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: June 2, 2022
Hearing Time: 10:00 a.m.
Department: CX 105

Case filed: August 17, 2020
Trial date: TBD

**~~AMENDED [PROPOSED]~~ ORDER AND JUDGMENT 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 her 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 the argument at the final approval
8 hearing held on June 2, 2022, the Court, pursuant to Code of Civil Procedure §382, hereby grants
9 Plaintiff's motion.

10 **I. FACTUAL BACKGROUND**

11 Plaintiffs Joaquin Santibanez and Jorge Mazariegos' initial complaint was filed on
12 August 17, 2020. Plaintiffs operative complaint maintains claims alleging violations regarding
13 inimum wags (Cause of Action No. 1), meal breaks (Cause of Action No. 2), failure to pay
14 timely wages (Cause of Action No. 3), failure to unlawfully receive wages (Cause of Action No.
15 4), failure to provide accurate wage statements (Cause of Action No. 5), failure to pay wages
16 upon termination (Cause of Action No. 6), claim for failure to reimburse for necessary business
17 expenses (Cause of Action No. 7), unlawful business practices (Cause of Action No. 8), violation
18 of the California Private Attorney General Act (Cause of Action No. 9), and claim for failure to
19 provide rest periods (Cause of Action No. 10).

20 After Plaintiff engaged in discovery and evaluated Defendants' documents and positions,
21 the parties entered into settlement negotiations, resulting in a signed Stipulation of Class Action
22 Settlement setting forth the terms of the proposed Settlement, which is before the Court. In
23 reaching the proposed Settlement, Defendant did not (and does not) concede that it has violated
24 the California Labor Code or the Business and Professions Code, and Defendant continues to
25 deny the allegations contained in Plaintiff's complaint.
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1 Plaintiff has moved this Court for final approval of the Settlement and has submitted
2 documents in support thereof. No opposition was filed to Plaintiff's motion, and no Class
3 Member objected to the Settlement. Plaintiff's motion came on for hearing before this Court on
4 June 2, 2022 at 10:00 a.m.

5 The Court, having fully considered Plaintiff's notice of motion and motion, the
6 memorandum of points and authorities in support thereof, the declarations in support thereof, the
7 Settlement Agreement itself, and the oral argument presented to the Court, HEREBY ORDERS
8 AND MAKES DETERMINATIONS AS FOLLOWS:

9 **II. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
10 **SETTLEMENT**

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

13 The "Class" or "Class Members" is defined as:

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15 "All persons within the State of California who are or were employed by Defendant
16 in the State of California as a non-exempt hourly employee during August 17, 2016 to
17 June 14, 2021.'

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

21 The Court finds further that:

- 22 (1) Plaintiff is an adequate and typical Class Representative and appoints them as Class
23 Representative; and
24 (2) Plaintiff's Counsel has adequately represented the Class and its appointment as Class
25 Counsel is confirmed.

26 Accordingly, the Court certifies the Class described above for settlement purposes only.
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1 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
2 adequate, and reasonable when balanced against the possible outcome of further litigation
3 relating to class certification, liability, and damages. The Court finds further that settlement at
4 this time will avoid substantial additional costs and will avoid the delay and risks presented by
5 continued prosecution of the litigation. The Court also finds that the settlement has been reached
6 after arm's length negotiations between the parties. (See Joint Stipulation of Settlement and
7 Release of Class Action Settlement attached as Exhibit A to the Declaration of Armond M.
8 Jackson in Support of Motion for Final Approval of Class Action Settlement filed on May 10,
9 2022.) The terms of this operative settlement agreement shall be incorporated herein and
10 consistent with this Order and Judgment.

11 Following notice that was sent to the Class Members by first class mail, no Class member
12 objected to any of the terms of the Settlement and one Class Member opted out. Such non-
13 opposition to the settlement is evidence of the settlement's fairness, adequacy, and
14 reasonableness. Taking into account (1) the value of the \$184,000 cash settlement, (2) the risks
15 inherent in continued litigation, (3) the complexity, expense, and likely duration of the litigation
16 in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the positive
17 reaction of Class Members, the Court finds that the settlement is fair, adequate, reasonable, and
18 deserves this Court's final approval.

20 **III. CLASS RELEASE**

21 Upon the Date of Final Approval, for the Settlement Period, Named Plaintiffs and all
22 members of the Settlement Class, except those that made a valid and timely request to be
23 excluded from the Settlement Class and Resolution, waive, release, and discharge any and all
24 wage-related claims against: (i) Defendant and each and all of Defendant's past or present
25 partners, parents, subsidiaries, or affiliates (regardless of whether such partners, parents,
26 subsidiaries, or affiliates are individuals, trusts, estates, corporations, partnerships, limited
27 partnerships, limited liability companies, or other forms of entity); (ii) each and all of the

1 predecessor or successor entities of any of those entities identified in subparagraph (i); (iii) any
2 other individuals or entities of any kind, including but not limited to any payroll companies,
3 which have been or could be alleged to be in any manner responsible (whether on an alter ego,
4 joint employer, integrated enterprise, or any other theory) for any actual or alleged violations
5 described in the Litigation; and (iv) all past and present directors, officers, representatives,
6 insurers, agents, shareholders, partners, members, lawyers, and employees of any of the
7 individuals or entities identified in subparagraphs (i), (ii), or (iii), and any and all other entities
8 with whom they have been, are now, or may hereafter be affiliated (hereinafter “Releasees”),
9 from any and all claims, demands, rights, liabilities and causes of action of every nature that
10 were alleged in the Litigation or which could have been alleged in the Litigation, whether known
11 or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, regardless of
12 legal theory or type or amount of relief or damages claimed, which any Named Plaintiffs and all
13 members of the Settlement Class now has, at any time ever had, or hereafter may have against
14 any Releasee, and which in any way arises out of, is based on: (i) the facts asserted in the
15 Litigation, including but not limited to: 1) Failure to Pay Wages and Overtime Compensation; 2)
16 Failure to Pay Minimum Wages; 3) Failure to Timely Pay Wages Due At Termination and/or
17 Resignation; 4) Failure to Provide Accurate Itemized Employee Wage Statements; 5) Meal and
18 Rest Period Liability under Labor Code § 226.7; 6) Business Expense Reimbursements under
19 Labor Code Section 2800 and 2802; 7) Violation of Business & Professions Code § 17200, et
20 seq.; 8) Penalties Pursuant to PAGA (Labor Code § 2698, et seq.) under Labor Code sections
21 203, 210, 226(e), 226.3, 226.7, 226.8, 510, 558, 1174.5, 1194 and 2802; 9) Failure to Pay
22 Vacation Wages; and 10) any other applicable provisions of state or federal law, including the
23 applicable IWC wage orders, based on the facts alleged in the Litigation; (ii) attorneys’ fees due
24 or allegedly due under Labor Code Section 218.5 or any other statute, regulation, or contractual
25 provision; (iii) other claims that Named Plaintiffs or member of the Settlement Class has arising
26 out of, based upon, or relating to the allegations contained in the Litigation; and (iv) penalties or
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1 other payments which in any way arise out of, or are based on, ~~or relate in any way to~~ any of the
2 foregoing, including but not limited to penalties, premiums, or payments under Labor Code
3 Sections 203, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2800, 2802, the federal Fair Labor
4 Standards Act, any California Industrial Commission Wage Order, and/or any other statute or
5 regulation regarding the payment of wages (hereinafter the "Settled Claims"). Without in any
6 way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands,
7 suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of
8 action under statutes and regulations set forth in this Section VII(A), whether enforced directly
9 or pursuant to Labor Code Section 2699, Business and Professions Code Section 17200, et seq.,
10 or any other mechanism.

11 Without conceding that any release of claims under the Fair Labor Standards Act
12 ("FLSA") requires any affirmative conduct or opt-in by the members of the Settlement Class, the
13 Parties agree that the cashing of checks by the members of the Settlement Class shall be deemed
14 an opt-in to an FLSA collective action, the settlement of which includes the FLSA releases
15 specified in this Section VII(A). However, nothing in this Section or elsewhere in this
16 Agreement shall preclude members of the Settlement Class from being bound by the releases in
17 this Agreement whether or not they receive or cash their checks.

18 **IV. OPT OUTS**

19 Following notice that was sent to the Class Member by first class mail, no Class member
20 objected to any of the terms of the Settlement and one Class Member opted out. The sole opt out
21 was submitted by Bobbie Black.

22 **V. NOTICE**

23 The class notice will be included with the checks that are mailed to the class members.

24 **VI. PLAINTIFF'S REQUEST FOR ATTORNEYS' FEES AND COSTS**

25 Plaintiffs' Counsel has moved for awards of (1) attorneys' fees and costs to Plaintiff's
26 Counsel; and (2) a service award to the Class Representatives, notice of which were given to all
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1 Class Members pursuant to the Court's Preliminary Approval Order. The Court read argument
2 regarding Plaintiff's request for fees and service payments upon a duly noticed motion on June 2,
3 2022.

4 Based upon all papers filed with the Court, oral argument at the hearing, the Court's
5 observation and assessment of the performance of Plaintiff's Counsel throughout this litigation,
6 the resulting settlement recovery, and good cause appearing therefor, the Court finds that
7 payment of attorneys' fees in the amount of \$61,272 of the GSA and costs in the amount of
8 \$6,889.45 for all past and remaining work and costs until the completion of this matter, in
9 accordance with the terms of the Settlement, is fair and reasonable under the circumstances.

10 This amount shall be paid by Defendant according to the terms of the Joint Stipulation of
11 Settlement and Release of Class Action Settlement attached as Exhibit A to the Declaration of
12 Armond M. Jackson in Support of Motion for Final Approval of Class Action Settlement filed on
13 May 10, 2022.

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

16 Plaintiffs seek service awards to the class representatives, Plaintiffs Jorge Mazariegos, in
17 the amount of \$3,500 and Joaquin Santibanez in the amount of \$3,500 and seek this payment as
18 compensation for the time, effort, and risk they spent to enable the Class Members to receive this
19 recovery.

20 The Court notes that California and federal courts regularly approve service awards to
21 compensate the class representatives for the services they provide to the class, the time and effort
22 they invest on behalf of others, and the risks that they incur during the course of class action
23 litigation.

24 Class Representatives performed a substantial service to Class members, including
25 bringing this action, producing relevant documents, and making themselves available to and
26 working with Plaintiffs' Counsel throughout the action. In light of these services, the service
27 awards to the class representatives are appropriate. Although the proposed service awards were
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disclosed to the Class in the Notice, no class member objected to them. For the foregoing reasons, the Court finds that the service awards of \$3,500 each to Plaintiff Jorge Mazariegos and Plaintiff Joaquin Santibanez are fair and reasonable considering their services to Class Members.

VIII. CLAIMS ADMINISTRATION COSTS

Plaintiffs seek costs for the claims administrator in the amount of \$5,000 for all work regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall be paid by Defendant according to the terms of the Joint Stipulation of Settlement and Release of Class Action Settlement attached as Exhibit A to the Declaration of Armond M. Jackson in Support of Motion for Final Approval of Class Action Settlement filed on May 10, 2022. For the foregoing reasons, the Court finds that the administration cost of \$5,000 is fair and reasonable considering its service to Class Members.

IX. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY

The Claims Administrator shall pay the LWDA \$7,500 (representing 75% of the \$10,000 PAGA component of the Amended Settlement Agreement).

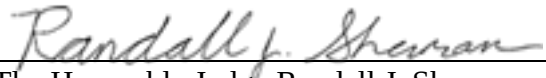
X. JUDGMENT FINALITY

Without affecting the finality of this Judgment in any way, the Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class to enforce the terms, conditions and obligations of the Settlement Agreement.

This judgment is intended to be a final disposition of the above-captioned action in its entirety with prejudice, and is intended to be immediately appealable. The court shall have and retain continuing jurisdiction over this action and the parties and Class members, including after entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order.

1 The Court orders class counsel to file a final report summarizing all distributions made
2 pursuant to the approved settlement, supported by declaration. The Court sets a hearing for a
3 final report for March 3, 2023.
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6 Dated: **July 1, 2022**


The Honorable Judge Randall J. Sherman
JUDGE OF THE SUPERIOR COURT