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ELECTRONICALLY RECEIVED

Superior Court of California,

County of San Diego

44/16/2022 at 10:38:57 AM

Clerk of the Superior Court

By Taylor Grantham, Deputy Clerk

FILED
Clerk of the Superior Court

DEC 16 2022

By: T Abas

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN DIEGO**

13 JULIA BOJORQUEZ, as an individual and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 JIPC VENTURES, INC., a California
18 corporation; JIPC MANAGEMENT, INC., a
19 California Corporation; and DOES 1 through
20 100,

21 Defendants.

Case No. 37-2020-00029943-CU-OE-CTL

[Assigned for all purposes to the Honorable
Gregory W. Pollack, Dept. C-71]

[Signature]
**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: December 16, 2022

Time: 9:30 a.m.

Dept.: C-71

Complaint Filed: August 26, 2020

Trial Date: None set

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1. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:
All current and former non-exempt employees who worked for Defendants at the John's Incredible Pizza location in National City, California at any time from August 26, 2016 through March 16, 2020 (the "Class Period").
2. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Neil M. Larsen of Haines Law Group, APC are hereby confirmed as Class Counsel.
3. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on August 2, 2022, and the notice process has been completed in conformity with the Settlement. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

/ / /

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

7 6. For purposes of settlement only, the Court finds that: (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
13 interests of the Settlement Class members; (e) a class action is superior to other available methods
14 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
15 counsel for the Class Representative and the Settlement Class.

16 7. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 8. The Court finds that the Settlement Awards, as provided for in the Settlement, are
19 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
20 Settlement Awards in conformity with the terms of the Settlement.

21 9. The Court orders that the Gross Settlement Amount of \$200,000.00 shall be
22 deposited by Defendants into the Qualified Settlement Fund ("QSF") established by the
23 Settlement Administrator, Phoenix Settlement Administrators, in twenty (20) equal monthly
24 installments of \$10,000.00 each. The first installment of \$10,000.00 was due to be deposited on
25 July 12, 2022, and each subsequent installment payment of \$10,000.00 shall be deposited into the
26 QSF every thirty (30) days thereafter, until the Gross Settlement Amount is fully funded.

27 10. The Court finds that a Service Award in the amount of \$5,000.00 to Plaintiff is
28 appropriate for Plaintiff's risks undertaken and her service to the Settlement Class. The Court

1 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
2 make this payment in conformity with the terms of the Settlement.

3 11. The Court finds that attorneys' fees in the amount of \$66,666.66, and litigation,
4 costs of \$18,515.49 for Class Counsel, are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 12. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
8 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
9 done and to be done until the completion of this matter and finds that sum appropriate.

10 13. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
12 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 14. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to Legal Aid
18 Society of San Diego.

19 15. Plaintiff shall file a disbursement declaration on or before October 21, 2024. A

20 ~~Non-Appeal Case Review regarding the filing of a disbursement declaration is hereby set for~~

21 _____, 2024 at _____ a.m./p.m. *8:15*

22 **IT IS SO ORDERED.**

23
24 Dated: _____

[Signature]
Honorable Gregory W. Pollack
Judge of the Superior Court