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Attorneys for Plaintiffs Usa Corrales-Rojas on behalf of
himself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles
08/28/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

USA CORRALES-ROJAS, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

Q & B FOODS, INC., a California
corporation; ESG EMPLOYER RESOURCES
INC., an Indiana corporation; and DOES 1
through 100 inclusive,

Defendants.

CASE NO.: 20STCV40885

[Assigned to the Hon. Elihu M. Berle, in Dept.
6]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

1 This matter having come before the Court on August 24, 2023 for a final fairness hearing
2 pursuant to the Order of this Court dated February 28, 2023, granting preliminary approval
3 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms set
4 forth in the First Amended Stipulation to Settle Class Action (“Settlement Agreement”) submitted
5 in support of Motion for Preliminary Approval of the Class and Representative Action Settlement
6 and Certifying Class for Settlement Purposes; and due and adequate notice having been given to the
7 Class Members as required in the Preliminary Approval Order; and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class Action and Representative Action
11 Settlement; Service Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its
12 entirety.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Class
18 Members” or “Settlement Class Members”): all individuals who worked in a Covered Job Position,
19 at any time between October 26, 2016 through May 15, 2022 (“Class Period”).

20 5. “Covered Job Position” means any California non-exempt, hourly-paid position for
21 Q&B Foods, Inc. (“Q&B”) employees and all positions occupied by non-exempt, hourly-paid
22 temporary workers assigned to work at Q&B by any staffing agency at any time during the Class
23 Period.

24 6. The parties released shall include Defendants Q&B Foods, Inc., ESG Employer
25 Resources, Inc. and their respective present and former parents, owners, subsidiaries, and any
26 affiliated or related persons or entities and each of their respective officers, directors, employees,
27 partners, shareholders, attorneys and agents and any other successors, assigns or legal
28 representatives. Released Parties shall also include any and all other temporary agencies (including

1 without limitation, Aerotek, Inc., SkillSet Group, LLC, Randstad, Express Services, Inc.,
2 EmployBridge Holding Company (ResourceMFG), Priority Business Services, Inc. (Priority
3 Workforce), Approved Staffing Services LLC, Reliant HR, LLC (Center Staffing Network LLC),
4 Allegis Group Holdings, Inc. (Actalent, Inc.) and Premium Transport Staffing, Inc.) solely in
5 relation to their placement of temporary workers at Q&B during the respective Class or PAGA
6 Period and their respective present and former parents, owners, subsidiaries, and any affiliated or
7 related persons or entities and each of their respective officers, directors, employees, partners,
8 shareholders, attorneys and agents and any other successors, assigns or legal representatives
9 regarding such Q&B placement (“Released Parties”).

10 7. “Plaintiff” refers to plaintiff Usa Corrales-Rojas.

11 8. Upon entry of the Judgment and this Order and payment to the Settlement
12 Administrator of the Gross Settlement Amount of \$1,205,134.96 by Defendants, as well as the
13 Employer’s Taxes, Plaintiff and each and every Participating Class Member shall have fully, finally,
14 and forever released, relinquished, and discharged each and all of the Released Parties in accordance
15 with the definition of the Released Class Claims in Section I(R) of the Settlement Agreement. With
16 respect to FLSA claims, by negotiating the settlement check referred to in Section III(D)(12) and
17 (13) of the Settlement Agreement, a Participating Class Member shall be deemed to have opted in
18 and to have fully, finally, and forever released, relinquished, and discharged each and all of the
19 Released Parties from any and all FLSA claims included in the Released Class Claims.

20 9. The “Released Class Claims” are all claims, actions or causes of action during the
21 Class Period, alleged in the First Amended Complaint, or that could have been alleged or raised in
22 the First Amended Complaint based upon or arising out of the facts alleged therein, as well as any
23 claims for interest or attorney’s fees and costs thereon, including, without limitation: failure to pay
24 wages, including overtime wages and minimum wages, including any claim for unpaid wages,
25 unpaid penalties, failure to pay overtime or other hours worked, “off-the-clock” claims, “rounding”
26 claims, and failure to pay overtime wages due based on the correct regular rate of pay, failure to
27 provide compliant meal or rest periods, along with failure to make penalty payments or premium
28 pay in lieu of providing meal or rest periods; failure to reimburse reasonable business expenses,

1 failure to pay wages timely during employment, failure to pay due wages upon termination of
2 employment, failure to provide accurate wage statements, failure to maintain adequate payroll
3 records; and any other corresponding claims under the Fair Labor Standards Act (“FLSA”); and
4 Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and
5 2802; applicable portions of the Code of Regulations, Title 8, section 11040, applicable portions of
6 the applicable California Wage Order, or federal law; and any claim under Business and Professions
7 Code section 17200 et seq. predicated on the above claims which were alleged or could have been
8 alleged based upon the facts pled in the First Amended Complaint at any time during the Class
9 Period. Class Members will opt-in to a release of the FLSA claims included in the Released Class
10 Claims by endorsing or negotiating their settlement check.

11 10. Upon entry of the Judgment and this Order, and payment to the Settlement
12 Administrator of the Gross Settlement Amount and Employer’s Taxes by Defendants, Plaintiff, each
13 Alleged Aggrieved Employee, and the State of California (to the extent permitted by law) shall have,
14 fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties
15 of and from any and all claims, actions or causes of action under PAGA arising at any time during
16 the PAGA Period that were alleged in the Lawsuit and the PAGA Notice, or that could have been
17 alleged or raised in the Lawsuit based upon or arising out of the facts alleged therein and in the
18 PAGA Notice, as well as any claims for attorney’s fees and costs thereon. The claims released by
19 Section V(B) of the Settlement Agreement include any claim for civil penalties under PAGA for
20 alleged unpaid wages, failure to pay overtime or other hours worked, “off-the-clock” claims,
21 “rounding” claims, failure to pay overtime wages due based on the correct regular rate of pay, failure
22 to provide compliant meal or rest periods, failure to make penalty payments or premium pay in lieu
23 of providing meal or rest periods, failure to provide pay minimum wages, failure to reimburse
24 reasonable business expenses, failure to pay wages timely during employment and upon termination
25 of employment, failure to provide accurate wage statements, failure to maintain adequate payroll
26 records, and for civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699,
27 any alleged violation of California Labor Code sections alleged to have been violated in the First
28 Amended Complaint, which includes, without limitation, Labor Code sections 200, 201, 202, 203,

204, 226, 226.7, 227.3, 246, 404, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 2800, and 2802, 2810.3 and/or 2810.5 (“Released PAGA Claims”).

11. Distribution of the Notice of Class Action Settlement (“Class Notice” or “Notice”) directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

12. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement, thus all Class Members are Participating Class Members.

13. The Court further finds that the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

14. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm’s length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this Action. The Court has noted the significant benefits to the Class Members under the settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

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1 15. Nothing contained in the Settlement Agreement shall be construed or deemed in
2 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
3 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
4 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
5 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
6 interpret, or enforce its terms.

7 16. The Court approves Plaintiff as the Class Representative.

8 17. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C of Bibiyan Law
9 Group, P.C. as Class Counsel.

10 18. The Court approves Phoenix Settlement Administrators (“Phoenix” or “Settlement
11 Administrator”) as the Settlement Administrator.

12 19. The Court hereby awards Class Counsel attorneys' fees in the total amount of
13 \$401,711.65, which is one-third percent (1/3) of the Gross Settlement Amount and to be deducted
14 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$24,454.90
15 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
16 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
17 Agreement. In approving the payment of Attorneys’ Fees, the Court finds that the Settlement
18 conferred a significant benefit on the Class and the necessity and financial burden of private
19 enforcement of California labor laws makes an attorneys’ fee award to Class Counsel appropriate.

20 20. The amount of this award is based on a lodestar analysis and is subject to a reasonable
21 multiplier for awarding reasonable attorney’s fees and costs—it is thus reasonable, fair and
22 eminently justified. In setting an award of attorneys’ fees, costs and expenses, this Court has
23 considered the following factors: (a) the time and labor required; (b) preclusion of other
24 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
25 Plaintiff’s Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
26 attorneys’ fees assessed by Class Counsel associated with prosecution of this Class Action, to wit:
27 David Bibiyan, Esq.: \$950; Jeffrey D. Klein: \$825; Diego Aviles, Esq.: \$750; Vedang J. Patel, Esq.:
28 \$500; Sarah Ehsani-Nia, Esq.: \$400; Iona Levin, Esq.: \$400; Joshua Shirian, Esq.: \$400; Anton

1 Swain-Gil, Esq.: \$350; Blanca Chavez, Esq.: \$300; paralegals at \$175 and legal assistants at \$75;
2 (f) the results achieved and benefits conferred on the Settlement Class; and (g) the reaction of
3 Settlement Class Members. (*See, eg: Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor*
4 *Co.* (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)

5 21. The court hereby approves an incentive award of \$5,000.00 to Plaintiff Usa Corrales-
6 Rojas, in consideration for his time, effort, and risk incurred on behalf of the Settlement Class, and
7 for providing a general release and releasing unknown claims pursuant to Civil Code section 1542.
8 The incentive award will be paid to Plaintiff by the Settlement Administrator from the Gross
9 Settlement Amount as set forth in the Settlement Agreement.

10 22. The Court hereby approves the Settlement Administrator's cost in the amount of
11 \$12,950.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the
12 cost of administration of the settlement from the Gross Settlement Amount.

13 23. The Court hereby approves the PAGA penalties amount of \$50,000.00, of which
14 \$37,500.00 shall be paid to the LWDA and the remaining \$12,500.00 to be distributed to the
15 "Alleged Aggrieved Employees", defined as all Settlement Class Members working in Covered Job
16 Positions during any portion of the period between September 16, 2019 through May 15, 2022.

17 24. Except as expressly provided herein, the Parties each shall bear all of their own fees
18 and costs in connection with this matter.

19 25. To the extent there are any payments made to Settlement Class Members or Alleged
20 Aggrieved Employees that remain uncashed one hundred and eighty (180) days after mailing, all
21 such uncashed payments and interest from the date of entry of judgment shall be paid to Legal Aid
22 at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles
23 County.

24 26. The Court finds that the class settlement on the terms set forth in the Settlement
25 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
26 the released claims against Defendant.

27 27. An Order to Show Cause Hearing Re: Compliance with the Terms of the Settlement
28 is hereby scheduled for April 15, 2024, at 8:30 a.m., in Department 6 of the above entitled Court.

1 The Parties shall file a declaration confirming that the claims have been paid and that administration
2 of all of the terms and conditions of the class action settlement have been completed on or before
3 April 5, 2024. Should the Court find that said declaration has sufficiently evidenced full and
4 complete administration of the class action settlement, said OSC hearing will go off-calendar.

5 28. Without affecting the finality of the Judgment in any way, this Court hereby retains
6 continuing jurisdiction over the interpretation, implementation and enforcement of the settlement
7 and all orders and judgments entered in connection therewith.

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9 **IT IS SO ORDERED.**

10 Dated: _____ 8-28 _____, 2023



Elihu M. Berle

Judge of the Superior Court

Elihu M. Berle / Judge