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16 YANNET JIMENEZ on behalf of herself and all similarly situated employees
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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

YANNET JIMENEZ on behalf of herself
and all similarly situated employees,

v.

SAMBRAILO PACKAGING; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV003281

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Date: November 3, 2023
Time: 8:30 a.m.
Dept: 15

Complaint Filed: December 7, 2020
FAC Filed: April 18, 2023
Trial Date: Not Set

1 Plaintiff Yannet Jimenez (“Plaintiff”) and Defendant Sambrailo Packaging
2 (“Defendant”) (together with Plaintiff, the “Parties”) have entered into the Joint Stipulation
3 and Settlement Agreement of Class Action and PAGA Claims (“Settlement Agreement”) to
4 settle the above-captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for
8 hearing on November 3, 2023.

9 **I. BACKGROUND**

10 On December 7, 2020, Plaintiff filed a class and representative action complaint in the
11 Superior Court of California, County of Monterey. Plaintiff subsequently filed a First
12 Amended Complaint on April 18, 2023. The First Amended Complaint is the operative
13 Complaint (“Complaint”) and asserts claims for: (1) failure to provide meal periods or
14 compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu
15 thereof; (3) failure to pay hourly and overtime wages; (4) failure to pay minimum wages; (5)
16 failure to comply with itemized employee wage statement requirements; (6) failure to pay all
17 wages upon termination; (7) failure to pay wages timely; (8) failure to reimburse work related
18 expenses; (9) penalties pursuant to the Private Attorneys General Act (“PAGA”) ; and (10)
19 unfair business practices.

20 **A. Class Members**

21 The “Settlement Class” is defined as “all current and former non-exempt employees of
22 Defendant who worked for Defendant in California during the Class Period (June 10, 2016,
23 through June 9, 2023.”

24 **B. Operation of the Settlement**

25 Pursuant to the Preliminary Approval Order, this Court conditionally certified the
26 Settlement Class and granted preliminary approval of the Settlement. The Preliminary
27 Approval Order also approved of the proposed form of class notice and notice plan. The Court
28 entered the Preliminary Approval Order after review and consideration of the pleadings filed

1 in connection herewith, and the oral presentations made by counsel at the hearing.

2 In compliance with the Preliminary Approval Order, the Notice of Pendency of Class
3 Action (“Notice”) was sent to all Settlement Class Members via first class mail. The notice
4 dissemination process was timely completed.

5 This Court finds that the Settlement appears to be the product of serious, informed,
6 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
7 preferential treatment to any individuals. The Court finds that the Settlement was entered into
8 in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds
9 that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the
10 standards for final approval of a class action settlement under California law. Under the
11 provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure
12 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d
13 800, 821 (1971), the trial court has discretion to certify a class where:

14 [Q]uestions of law or fact common to the members of the class
15 predominate over any questions affecting only individual members,
16 and that a class action is superior to the available methods for the
17 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

18 Certification of a settlement class is the appropriate judicial device under these
19 circumstances.

20 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
21 AS FOLLOWS:

22 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
23 Settlement Agreement filed in this case.

24 2. The Court has jurisdiction over the subject matter of the litigation, the Class
25 Representative, the Class Members, and Defendant.

26 3. The Court finds that the dissemination of the Notice disseminated to the
27 Settlement Class Members, constituted the best notice practicable under the circumstances to
28 all Persons within the definition of the Settlement Class, and fully met the requirements of

1 California law and due process under the United States Constitution. No objections or disputes
2 were received by the Parties or the Court through the date of this Order. The Court finds that
3 zero (0) Class Members submitted a valid and timely Request for Exclusion from the
4 Settlement as determined by the Settlement Administrator.

5 4. The Court approves the settlement of the above-captioned action, as set forth in
6 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
7 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
8 Agreement.

9 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
10 are to bear their own costs and attorneys' fees.

11 6. The Court hereby certifies the following Settlement Class for settlement
12 purposes only: all current and former non-exempt employees of Defendant who worked for
13 Defendant in California during the Class Period (June 10, 2016, through June 9, 2023).

14 7. With respect to the Settlement Class and for purposes of approving the
15 Settlement only and for no other purpose, this Court finds and concludes that: (a) the members
16 of the Settlement Class are ascertainable and so numerous that joinder of all members is
17 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
18 is a well-defined community of interest among members of the Settlement Class with respect
19 to the subject matter of the claims in the Litigation; (c) the claims of the Class Representative
20 are typical of the claims of the members of the Settlement Class; (d) the Class Representative
21 has fairly and adequately protected the interests of the members of the Settlement Class; (e) a
22 class action is superior to other available methods for an efficient adjudication of this
23 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
24 qualified to serve as counsel for the Plaintiff in her individual and representative capacity and
25 for the Settlement Class.

26 8. Defendant shall fund \$1,400,000.00 of the total Gross Settlement Amount
27 pursuant to the terms of the Settlement Agreement.

28 9. The Court approves the Individual Settlement Payment and Individual PAGA

1 Payment amounts, which shall be distributed pursuant to the terms of the Settlement
2 Agreement.

3 10. The \$1,400,000.00 Gross Settlement Amount shall be used to pay (a) Class
4 Counsel attorneys' fees in the amount of \$490,000.00 and reimbursement of costs in the
5 amount of \$21,715.35; (b) a service payment to Class Representative Yannet Jimenez for
6 prosecuting this action on behalf of the Settlement Class in the amount of \$5,000.00; (c) the
7 sum of \$37,500.00 to be paid to the California Labor and Workforce Development Agency
8 ("LWDA") pursuant to the PAGA; (d) the sum of \$12,500.00 to be paid to the Aggrieved
9 Employees pursuant to the PAGA; and (e) \$14,000.00 to the settlement administrator Phoenix
10 Settlement Administrators (the "Settlement Administrator") for its fees and costs relating to
11 the settlement administration process. The Court finds that these amounts are fair and
12 reasonable. The allocation and distribution of these amounts from the \$1,400,000 Gross
13 Settlement Amount shall be performed by the Settlement Administrator pursuant to the terms
14 of the Settlement Agreement. The Court also finds that Plaintiff's counsel complied with the
15 notice procedures to the LWDA as required by PAGA to settle the PAGA claims.

16 11. As of the date of this Order, all Class Members are hereby deemed to have
17 waived and released all Released Claims and are forever barred and enjoined from prosecuting
18 the Released Claims against the Released Parties as fully set forth in the Settlement. By means
19 of this Order, all Aggrieved Employees are hereby deemed to have waived and released all
20 Released PAGA Claims and are forever barred and enjoined from prosecuting the Released
21 PAGA Claims against the Released Parties as fully set forth in the Settlement. The Class
22 Representative shall be bound by the additional general release provided in the Settlement
23 Agreement. The Settlement is not an admission of liability or wrongdoing by Defendant, nor is
24 this Order a finding of the validity of any claims in the action or of any fault, omission, or
25 wrongdoing by Defendant.

26 12. The Court hereby enters final judgment in this case in accordance with the terms
27 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
28 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing

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jurisdiction over the action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____
HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA