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EDWARD GNAT, on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

EDWARD GNAT, on behalf of himself and
all similarly aggrieved employees,

Plaintiff,

v.

QUINN COMPANY; and DOES 1 through
50, inclusive,

Defendants.

Case No. 20CV003431

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

Date: July 12, 2024
Time: 8:30 a.m.
Dept.: 15

Action Filed: December 21, 2020
Trial Date: Not Set

1 Plaintiff Edward Gnat (“Plaintiff”) and Defendant Quinn Company (“Defendant”)
2 (collectively, the “Settling Parties”) have entered into the Joint Stipulation and Settlement
3 Agreement of Class Action and PAGA Claims (“Stipulation of Settlement” or “Settlement”) to
4 settle the above-captioned class action subject to the Court’s approval.

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 July 12, 2024.

9 **I. BACKGROUND**

10 On December 21, 2020, Plaintiff filed a representative action complaint against
11 Defendant in the Superior Court of California, County of Monterey (the “Action”). Plaintiff
12 subsequently amended his complaint twice, first on February 22, 2021, and again on June 21,
13 2022.

14 The Second Amended Complaint filed on June 21, 2022 is the operative complaint and
15 alleges claims for: (1) failure to provide meal periods or compensation in lieu thereof in
16 violation of Labor Code §§ 226.7 and 512; (2) failure to provide rest periods or compensation
17 in lieu thereof in violation of Labor Code § 226.7; (3) failure to pay hourly and overtime
18 wages in violation of Labor Code §§ 510 and 1194; (4) failure to pay minimum wage in
19 violation of Labor Code §§ 1197 and 1199; (5) failure to comply with itemized employee
20 wage statement provisions in violation of Labor Code §§ 226, 1174, and 1175; (6) failure and
21 refusal to pay agreed wages in violation of Labor Code §§ 201, 202, 204, 216, 218, 221, 223,
22 1194, and 1198; (7) failure to pay all wages upon termination in violation of Labor Code §§
23 201, 202, and 203; (8) failure to timely pay wages in violation of Labor Code § 204; (9) failure
24 to reimburse work-related expenses in violation of Labor Code § 2802; (10) penalties under
25 the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*; (11) unfair business
26 practices in violation of Business and Professions Code § 17200, *et seq.*; and claims under the
27 FEHA.

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1 **A. Class Members**

2 The “Settlement Class” is defined as “all current and former non-exempt employees of
3 Defendant who worked for Defendant in California during the Class Period, who did not sign a
4 post-2013 arbitration agreement.” The Class Period is December 21, 2016, through November
5 18, 2023.

6 **B. PAGA Group Members**

7 The “PAGA Group Members” is defined as “all current and former non-exempt
8 employees of Defendant who worked for Defendant in California at any time from June 14,
9 2022, through November 18, 2023. The PAGA Period is June 14, 2022, through November
10 18, 2023. The Court approves the PAGA Notice to be distributed to the PAGA Group
11 Members by the Settlement Administrator, which was attached as an exhibit to the Declaration
12 of Max W. Gavron in support of Plaintiff’s Motion for Final Approval of Class Action
13 Settlement.

14 **C. Operation of the Settlement**

15 Pursuant to the Preliminary Approval Order, this Court conditionally certified the
16 Settlement Class and granted preliminary approval of the Settlement. The Preliminary
17 Approval Order also approved of the proposed form of class notice and notice plan. The Court
18 entered the Preliminary Approval Order after review and consideration of the pleadings filed
19 in connection herewith, and the oral presentations made by counsel at the hearing.

20 In compliance with the Preliminary Approval Order, the Notice of Pendency of Class
21 Action (“Notice of Proposed Settlement” or “Notice”) was sent to all Settlement Class
22 Members via first class mail. The notice dissemination process was completed.

23 This Court finds that the Settlement appears to be the product of serious, informed,
24 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
25 preferential treatment to any individuals. The Court finds that the Settlement was entered into
26 in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds
27 that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the
28 standards for final approval of a class action settlement under California law. Under the

provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a class where:

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

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

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

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

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

3. The Court finds that the dissemination of the Notice disseminated to the Settlement Class Members, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution. No objections or disputes were received by the Parties or the Court through the date of this Order. The Court finds that one (1) Settlement Class Member submitted a valid and timely request for exclusion from the Settlement as determined by the Settlement Administrator.

4. The Settlement Administrator shall mail the PAGA Notice to the PAGA Group Members along with their Individual PAGA Payments.

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

6. Except as otherwise provided in the Stipulation of Settlement, the Settling

1 Parties are to bear their own costs and attorneys' fees.

2 7. The Court hereby certifies the following Class for settlement purposes only: all
3 current and former non-exempt employees of Defendant who worked for Defendant in
4 California during the Class Period, who did not sign a post-2013 arbitration agreement.

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

16 9. Defendant shall fund \$500,000.00 of the total Gross Settlement Amount
17 pursuant to the terms of the Stipulation of Settlement.

18 10. The Court approves the Individual Settlement Payment amounts, which shall be
19 distributed pursuant to the terms of the Stipulation of Settlement.

20 11. The \$500,000.00 Gross Settlement Amount shall be used to pay (a) Class
21 Counsel attorneys' fees in the amount of \$166,666.67 and reimbursement of costs in the
22 amount of \$19,263.06; (b) a service payment to the Class Representative Edward Gnat for
23 prosecuting this action on behalf of the Class in the following amount: \$5,000.00; (c) the sum
24 of \$22,500.00 to be paid to the California Labor and Workforce Development Agency
25 ("LWDA") pursuant to the PAGA; (d) the sum of \$7,500.00 to be paid to the PAGA Group
26 Members pursuant to the PAGA; and (e) \$15,750.00 to the settlement administrator – Phoenix
27 Settlement Administrators (the "Settlement Administrator") for its fees and costs relating to
28 the settlement administration process. The Court finds that these amounts are fair and

1 reasonable. The allocation and distribution of these amounts from the \$500,000.00 Gross
2 Settlement Amount shall be performed by the Settlement Administrator pursuant to the terms
3 of the Stipulation of Settlement. The Court also finds that Plaintiff's counsel complied with the
4 notice procedures to the LWDA as required by PAGA to settle the PAGA claims.

5 12. As of the date of this Order, all Class Members are hereby deemed to have
6 waived and released all Released Claims and are forever barred and enjoined from prosecuting
7 the Released Claims against the Released Parties as fully set forth in the Stipulation of
8 Settlement. In addition, upon the Effective Date and funding of the Gross Settlement Amount,
9 Plaintiff, the State of California, and PAGA Group Members shall release the Released Parties
10 from the Released PAGA Claims as fully set forth in the Stipulation of Settlement. The
11 Settlement is not an admission of liability or wrongdoing by Defendant, nor is this Order a
12 finding of the validity of any claims in the Action or of any fault, omission, or wrongdoing by
13 Defendant.

14 13. The Court hereby enters final judgment in this case in accordance with the terms
15 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
16 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing
17 jurisdiction over the action and the Parties, including all Class Members, for purposes of
18 enforcing and interpreting this Order and the Settlement.

19 14. The Court sets a compliance hearing to address the distribution of the funds for
20 _____, at _____ a.m./p.m.

21 **IT IS SO ORDERED AND ADJUDGED.**

22
23 DATED: _____

24 HON. THOMAS W. WILLS
25 SUPERIOR COURT OF CALIFORNIA
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