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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARLOS MARROQUIN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PACIFIC SPICE COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 21STCV03659

Assigned for All Purposes to:
Honorable Lawrence P. Riff
Department 7

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: February 1, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 7

Complaint Filed: January 29, 2021
Trial Date: None Set

FILED

Superior Court of California
County of Los Angeles

02/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

1 The Court, having read the papers filed regarding Plaintiff Carlos Marroquin's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering the papers
3 submitted in support of the motion, including the Joint Stipulation and Settlement Agreement
4 ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND ORDERS**:

5 Plaintiff and Defendant Pacific Spice Company, Inc. ("Defendant") entered the
6 Settlement Agreement on or about May 13, 2022 to settle this lawsuit.

7 The Court entered an order dated September 1, 2022 preliminarily approving the
8 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
9 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
10 Members, providing Class Members with an opportunity to object to the Settlement or exclude
11 themselves from the Class, and scheduling a Final Approval Hearing on February 1, 2023.

12 The Court held a Final Approval Hearing on February 1, 2023 to determine whether to
13 give final approval to the Settlement of this lawsuit.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
16 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
17 in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
19 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
20 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all individuals who were: (a) employed by
25 Defendant as hourly or non-exempt employees or (b) engaged through a staffing agency to
26 perform work for Defendant, in the State of California at any time from August 3, 2016, through
27 January 11, 2022 ("Class," "Class Members," and "Class Period"). There are eight hundred
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eighty-one (881) Class Members who did not submit valid and timely requests to exclude themselves from the Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Notice Packet. The Court finds the Notice of Class and Representative Action Settlement (“Notice”) and the Election Not To Participate In (“Opt Out From”) Class Action Settlement Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Notice Packet:

a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive Individual Settlement Shares; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;

b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and

d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered in good faith and are the product of arm’s-length negotiations by experienced counsel who have done a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,

¹ The Class Data contained information for eight hundred eighty-five (885) Class Members, and the Settlement Administrator received four (4) requests for exclusion. Thus, there are eight hundred eighty-one (881) Participating Class Members.

adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, Eligible Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Claims and Private Attorneys General Act of 2004 (“PAGA”) Released Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

9. Release of Claims. As of the Effective Final Settlement Date, in exchange for the consideration set forth in the Agreement, Plaintiff and the Participating Class Members release the Released Parties from the Released Claims for the Class Period.

a. PAGA Release. As of the Effective Final Settlement Date, the California Labor and Workforce Development Agency (“LWDA”) and each Eligible Aggrieved Employee, including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors, and assigns, are voluntarily and knowingly barred from bringing any action for the PAGA Released Claims during the PAGA Period.

b. Plaintiff’s Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to Plaintiff, in recognition of his work and efforts in obtaining the benefits for the Class and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff provides a general

1 release of claims for himself and any respective spouse, heirs, successors, and
2 assigns. Plaintiff's general release of claims also includes a waiver of Civil Code
3 section 1542.

- 4 c. Released Parties. The Released Parties include Defendant and all staffing
5 agencies used by Defendant throughout the Class Period, including Kamran
6 Staffing, Inc., Affluent Staffing, LLC, Randstad Staffing, Opportunity Staffing,
7 Inc., Simplified Labor Staffing, Solutions, Inc., Robert Half Accountemps, and
8 Affiliated Temporary Help.any and all of their past, present, and future
9 representatives, directors, officers, employees, agents, attorneys, affiliates,
10 members and shareholders, as well as all parent companies, affiliated companies,
11 subsidiary companies, affiliates, insurers, and/or assigns and/or any other
12 individual or entity which could be liable for the claims raised in the complaint.

13 10. Class Representative Enhancement Payment. The Court finds the Class
14 Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of the
15 Gross Settlement Amount, to be reasonable and appropriate. Class Representative Enhancement
16 Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

- 17 a. The rationale for making enhancement payments is class representatives should
18 be compensated for the expense and risk they incurred in conferring a benefit on
19 the Class. Criteria courts consider include: (1) risk to the class representatives in
20 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
21 effort spent by the class representatives; (4) duration of the litigation; and (5)
22 personal benefit (or lack thereof) enjoyed by class representatives.
- 23 b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the
24 risks inherent in the services as the class representative, duration of the case and
25 time involved, and benefits created for the Class, the Court approves the payment
26 of the Class Representative Enhancement Payment of \$10,000 to Plaintiff.

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1 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award
2 of \$283,333.33, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel,
3 to be reasonable and appropriate. In addition, the Court finds the Cost Award as reimbursement
4 for actual litigation costs incurred of \$18,543.72, to be paid by Defendant to Class Counsel out
5 of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
6 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
7 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
8 incurred by Class Counsel or any other counsel representing Plaintiff or Class Members.
9 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or
10 disbursements incurred by Plaintiff or Class Members in connection with or related in any
11 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Claims
12 and PAGA Released Claims.

13 a. The Court has an independent right and responsibility to review the Attorney Fee
14 Award and only award so much as it determines reasonable. (See *Garabedian v.*
15 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The
16 Attorney Fee Award of \$283,333.33 is one-third (1/3) of the common fund
17 created for the benefit of the Class and is supported by use of the percentage-fee
18 method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480,
19 504.) Considering the exceptional results achieved, financial risk undertaken,
20 novel and difficult nature of this litigation, skills required, percentage fees award
21 in previous and other cases, and contingent fees charged in the marketplace, the
22 Court finds the Attorney Fee Award is consistent with the marketplace, is
23 reasonable, and is approved.

24 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
25 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
26 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
27 Counsel expended \$18,543.72 in litigation costs, and such costs were reasonable.
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1 Thus, the Court approves the payment of the Cost Award of \$18,543.72 from the
2 common fund for the reimbursement of Class Counsel's litigation costs.

3 12. Administration Costs. The Court finds Administration Costs of \$10,995, to be
4 paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
5 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
6 provisions set forth in the Settlement Agreement.

7 a. The Court reviewed the declaration of Denise Islas from Simpluris, Inc., the
8 Court-approved Settlement Administrator. The Court finds notice was provided to
9 the Class pursuant to the Preliminary Approval Order, constitutes the best
10 practicable notice to the Class, and satisfied due process. Thus, the Court
11 approves the payment of the Administration Costs of \$10,995 for the Settlement
12 Administrator's services in administering the Settlement.

13 13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five
14 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
15 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to Eligible
16 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
17 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

18 14. Funding the Settlement. Defendant shall deposit the \$850,000 needed to pay the
19 entire Gross Settlement Amount, as well as Defendant's share of employer-side payroll taxes, by
20 wiring the funds to the Settlement Administrator by the later of the following: (a) January 11,
21 2023; (b) fourteen (14) calendar days after the date the Final Approval of the Settlement can no
22 longer be appealed; or, (c) if there are no objectors and no plaintiff in intervention at the time the
23 Court grants Final Approval of the Settlement, fourteen (14) calendar days after the date the
24 Court enters judgment granting Final Approval of the Settlement. Within fourteen (14) calendar
25 days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement
26 Administrator shall calculate and disburse all payments due under the Settlement.

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15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Jeffrey A. Ross, an experienced and well-respected mediator.

a. The fairness of the Settlement is demonstrated by there being no objections to and only four (4) requests for exclusion from the Settlement. The Class Members who requested exclusion are Henry Pilego, Norma Mendoza Artica, Maria Chica, and Barbara Ann Espinosa.

b. The fairness of the Settlement is further illustrated by the gross *average* Individual Settlement Share being approximately \$541.58, and the gross *highest* Individual Settlement Share being about \$7,075.38.

16. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement checks will be paid to the California State Controller's Office in accordance with California Unclaimed Property Law.

17. Modification of Settlement Agreement. The Participating Class Members are hereby authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the Settlement Agreement by an express written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Participating Class Members under the Settlement Agreement.

18. Final Accounting and Compliance. The Court sets a nonappearance case review at 9:00 a.m. for September 29, 2023 in Department 7. Within five (5) court days before this hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Participating Class Members and

1 the residual of the unclaimed settlement funds that will be paid to the entity identified as the
2 recipient of such funds in the Settlement Agreement.

3 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
4 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
5 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
6 and for any other necessary purpose, including, without limitation:

- 7 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
8 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
9 arise out of the Settlement or this Order and Judgment;
- 10 b. entering such additional orders as may be necessary or appropriate to protect or
11 effectuate this Order and Judgment approving the Settlement, and permanently
12 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
13 fair and orderly administration of the Settlement; and
- 14 c. entering any other necessary or appropriate orders to protect and effectuate this
15 Court's retention of continuing jurisdiction.

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1 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
2 Award, and Class Representative Enhancement Payment is GRANTED. The Settlement
3 Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

4 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
5 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
6 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
7 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
8 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
9 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
10 THE JUDGMENT THEREON.

11 IT IS SO ORDERED.

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13 DATED: 02/01/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over a horizontal line.

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On February 2, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Marroquin v. Pacific Spice Company, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-813403-20**
Court Case No.: 21STCV03659
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 2, 2023, at Pasadena, California.



Mariah Anderson