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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 13 2023

BY Amber M. Gear
AMBER M. GEAR, DEPUTY

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 ROBERTO NAVARRO, as an individual and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 PRIME CONVERTING CORPORATION, a
20 California Corporation; and DOES 1 through
21 100,

22 Defendants.

Case No. CIVSB2106868

[Assigned for all purposes to the Hon.
David Cohn; Dept. S-26]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: March 13, 2023

Time: 10:00 a.m.

Dept: S-26

Complaint Filed: February 26, 2021

Trial Date: None set.

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

FAXED ORIGINAL

1 This matter came on regularly for hearing before this Court on March 13, 2023 at 10:00
2 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
8 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,
9 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
10 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as
11 follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class consisting of:

17 All current and former non-exempt employees who worked for Defendant
18 Prime Converting Corporation in California from September 1, 2016 until
19 May 31, 2022 (the "Class Period").

20 3. Plaintiff Roberto Navarro is hereby confirmed as the Class Representative, and
21 Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are
22 confirmed as Class Counsel.

23 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on October 21, 2022, and the notice process has been
25 completed in conformity with the Court's Orders. The Court finds that said notice was the best
26 notice practicable under the circumstances. The Class Notice provided due and adequate notice
27

28 ¹ All terms used in this Order and Final Judgment shall have the same meaning as that assigned
to them in the Settlement Agreement.

1 of the proceedings and matters set forth therein, informed Settlement Class members of their
2 rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
3 California Rule of Court 3.769, and due process.

4 5. The Court finds that no Settlement Class member objected to the Settlement, no
5 Settlement Class member has elected to opt-out of the Settlement, and that the 100% participation
6 rate in the Settlement supports final approval.

7 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
8 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
9 according to its terms.

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

19 8. The Court orders that Defendant Prime Converting Corporation ("Defendant")
20 shall deposit the Maximum Settlement Amount in the amount of \$325,000.00 with the Settlement
21 Administrator, Phoenix Settlement Administrators, as follows: Defendant shall deposit a first
22 installment of \$162,500.00 with Phoenix Settlement Administrators within thirty (30) days of this
23 Order. Defendant shall deposit a second installment of \$162,500.00 with Phoenix Settlement
24 Administrators within six months of this Order.

25 9. The Court orders that any Individual Settlement Payments that remain uncashed
26 after 180 days after they are mailed shall escheat to Mary's Mercy Center, Inc. in San Bernardino,
27 California.

28 10. The Court finds that the Individual Settlement Payments, as provided for in the

Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

11. The Court finds that a Class Representative Enhancement Payment in the amount of \$7,500.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement Class. The Court finds that the enhancement payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of \$108,333.33 and actual litigation costs of \$10,188.62 for Class Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court finds that a payment to the Labor & Workforce Development Agency ("LWDA") in the amount of \$15,000.00 for the LWDA's share of civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$7,950.00 from the Maximum Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

15. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

16. Plaintiff and all participating Settlement Class members shall fully release and discharge Defendant and all of its past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, shareholders and investors, agents, attorneys, employees and benefit plans sponsored by any such entities (collectively the "Released Parties") from all claims and causes of action alleged or which could have reasonably been alleged based on the

1 allegations in the operative complaint in the Action, including: (i) minimum wage violations; (ii)
2 overtime violations; (iii) meal period violations; (iv) rest period violations; (v) unlawful
3 deductions from wages; (vi) wage statement violations; (vii) waiting time penalties; (viii) unfair
4 competition; and (ix) all damages, penalties, interest, costs (including attorney fees) and other
5 amounts recoverable under said claims or causes of action as to the facts and/or legal theories
6 alleged in the Action ("Released Claims"). This release shall run from September 1, 2016 until
7 May 31, 2022.

8 17. Additionally, Plaintiff and all PAGA Aggrieved Employees will release and
9 discharge the Released Parties from any and all claims under the PAGA premised on the facts
10 and/or allegations in Plaintiff's letter to the LWDA dated February 26, 2021 that arose during the
11 PAGA Period (the "PAGA Release"). It is understood and acknowledged that PAGA Aggrieved
12 Employees receiving a share of the PAGA Amount will be issued a check for their share of the
13 PAGA Amount and will not have the opportunity to opt out of, or object to, the PAGA Release
14 as set forth in this Paragraph. The PAGA Release is binding upon Plaintiff and all PAGA
15 Aggrieved Employees upon Court approval and payment of the PAGA Amount. Further, the
16 PAGA Aggrieved Employees are bound by the PAGA Release regardless of whether they cash
17 their PAGA check.

18 18. This document shall constitute a final judgment pursuant to California Rule of
19 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
20 approval hearing, the court must make and enter judgment. The judgment must include a
21 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
22 judgment. The court may not enter an order dismissing the action at the same time as, or after,
23 entry of judgment." The Court will retain jurisdiction to enforce the Settlement Agreement, and
24 this Final Approval Order and Judgment. The Settlement Administrator shall give notice of this
25 Judgment by posting this Final Judgment on its website.

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19. The Settlement Administrator shall file a final report regarding distribution and uncashed checks by June 3, 2024.

IT IS SO ORDERED.

Dated: 21/1, 2023

Honorable David Cohn
Judge of the Superior Court