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FILED
Superior Court of California
County of Los Angeles
12/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

JOSE CUELLAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BEE IMAGINE LLC, a Delaware Limited
Liability Company; and DOES 1 through 100,

Defendants.

Case No. 21STCV07867

*[Assigned for all purposes to Hon. Stuart M.
Rice; Dept. SSC-1]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: December 18, 2023

Time: 10:30 a.m.

Dept: SSC-1

Complaint Filed: February 26, 2021

Trial Date: None set.

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 **~~PROPOSED~~ ORDER & JUDGMENT**

2 The Motion of Plaintiffs Jose Cuellar and Manuel Miranda (“Plaintiffs”) for Final
3 Approval of Class Action Settlement, Class Representative Service Enhancements, and
4 Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this
5 Court on December 18, 2023, at 10:30 a.m., pursuant to California Rule of Court 3.769 and this
6 Court’s earlier Order Granting Preliminary Approval of Class Action Settlement (“Preliminary
7 Approval Order”). Having considered the parties’ Stipulation of Settlement (“Settlement
8 Agreement” or “Settlement”), and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
11 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
12 adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good
13 cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and
14 hereby ORDERS the following:

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

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt, hourly employees of Bee Imagine LLC
20 who worked at any of Bee Imagine LLC’s California facilities at any time
from February 26, 2017 through December 19, 2022 (the “Class Period”).

21 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines and Sean
22 M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on June 8, 2023, and the notice process has been completed in
25 conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds that
26 said notice was the best notice practicable under the circumstances. The Class Notice provided
27 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
28 Class members of their rights, and fully satisfied the requirements of California Code of Civil

1 Procedure § 1781(e), California Rule of Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement, that
3 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
4 the Settlement supports final approval.

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

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

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Settlement Payments, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
21 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

22 10. The Court orders Defendant Bee Imagine LLC (“Bee Imagine”) to deposit the
23 Gross Settlement Amount of \$950,000.00 with the Settlement Administrator, Phoenix Settlement
24 Administrators, within thirty (30) calendar days of the Effective Date.

25 11. The Court finds that Service Enhancements in the amount of \$7,500.00 to each
26 Plaintiff, for a total of \$15,000.00, is appropriate for Plaintiffs’ risks undertaken and their service
27 to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and
28 orders that the Settlement Administrator make this payment in conformity with the terms of the

1 Settlement.

2 12. The Court finds that attorneys' fees in the amount of \$316,666.66 and litigation
3 costs of \$35,978.06 for Class Counsel are fair, reasonable, and adequate in light of the common
4 fund created by the Settlement, and orders that the Settlement Administrator distribute these
5 payments to Class Counsel in conformity with the terms of the Settlement.

6 13. The Court orders that the Settlement Administrator shall be paid \$14,950.00 from
7 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
8 done and to be done until the completion of this matter and finds that sum appropriate.

9 14. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
11 Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the
12 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
13 of the Settlement.

14 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
15 days from the date of issuance of the check, and that any settlement checks that remain uncashed
16 after 180 days after they are mailed shall be distributed to the Controller of the State of California
17 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
18 name of the Settlement Class member to whom the check was issued.

19 16. As of the Effective Date and upon Bee Imagine's complete funding of the Gross
20 Settlement Amount, Plaintiffs and every member of the Settlement Class will fully release and
21 discharge Bee Imagine, and all of its present and former officers, directors, employees,
22 shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies,
23 subsidiaries, divisions, affiliates, predecessors, successors, as well as any individual or entity that
24 could be jointly liable with Bee Imagine (collectively the "Released Parties") as follows:
25 Settlement Class members will release all claims, causes of action, and legal theories alleged or
26 which could have been alleged based on the facts in the operative Second Amended Class and
27 Representative Action Complaint ("SAC"), including: (a) failure to provide all meal periods in
28 accordance with California law; (b) failure to authorize and permit all rest periods in accordance

1 with California law; (c) minimum wage violations; (d) failure to pay all overtime wages; (e)
2 failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon
3 separation of employment; (g) all claims for unfair business practices that could have been
4 premised on the facts, claims, causes of action or legal theories of relief pled in the SAC; and (h)
5 all damages, penalties, interest, costs (including attorney's fees), and other amounts recoverable
6 under said claims or causes of action as to the facts and/or legal theories alleged or which could
7 have been alleged in the SAC (collectively, the "Class Released Claims"). The period of the Class
8 Released Claims shall extend to the limits of the Class Period. In addition, Plaintiffs and all PAGA
9 Aggrieved Employees, regardless if they opt-out, will release any right or claim for civil penalties
10 pursuant to the Private Attorney Generals Act of 2004, California Labor Code §2698, *et seq.*
11 ("PAGA"), based on the alleged failures set forth in Plaintiff's PAGA notice to the Labor &
12 Workforce Development Agency ("LWDA") and in the SAC, during the PAGA Period
13 ("Released PAGA Claims").

14 17. This document shall constitute a final judgment pursuant to California Rule of
15 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
16 approval hearing, the court must make and enter judgment. The judgment must include a provision
17 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
18 The court may not enter an order dismissing the action at the same time as, or after, entry of
19 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
20 and this Judgment.

21 18. Plaintiffs shall file a Final Disbursement Declaration on or before October 21,
22 2024. A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
23 October 25 _____, 2024 at X .

24 **IT IS SO ORDERED.**

25 Dated: December 18, 2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court