

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO

JOE BETANCUR, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

PRIDE CONVEYANCE SYSTEMS, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CU-21-00022

[Assigned to the Hon. Jose “Omar”
Rodriguez, Dept. 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS’ FEES,
COSTS, REPRESENTATIVE
ENHANCEMENT, AND
ADMINISTRATOR’S COSTS**

Date: April 28, 2025
Time: 8:30 a.m.
Dept.: 1

1 This matter is now before the Court on Joe Betancur’s (“Plaintiff”) Motion for Final Approval
2 of the Class Action Settlement, Attorneys’ Fees, Costs, Representative Enhancement, and
3 Administrator’s Costs. The Court has read, heard, and considered all the pleadings and documents
4 submitted, and the presentations made in connection with the Motion which came on for hearing on
5 April 28, 2025.

6 **I. BACKGROUND**

7 On February 10, 2021, Plaintiff’s Counsel sent a letter to the California Labor and Workforce
8 Development Agency pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Plaintiff’s
9 administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal.
10 Lab. Code § 2698, et seq., and specifically identifying the following issues: (1) failing to pay
11 minimum, regular, and overtime wages for all hours worked in violation of Labor Code §§ 201-204,
12 226.2, 510, 558, 1194, 1197, and 1197.1; (2) failing to pay overtime at the correct regular rate of pay
13 by not taking into account all non-discretionary remuneration in violation of Labor Code §§ 201-203,
14 226, 510, 558, and 1194; (3) failing to provide off-duty rest periods in compliance with Labor Code §§
15 201-203, 226, and 226.7; (4) failing to pay sick pay at the correct regular rate of pay by not taking into
16 account all non-discretionary remuneration in violation of Labor Code §§ 201-204, 226, and 246; and
17 (5) failing to provide proper and timely meal breaks and maintain accurate time records in violation of
18 Labor Code §§ 226.7, 1174, 1198, and 1199.

19 On February 11, 2021, Plaintiff commenced this action in Superior Court for the State of
20 California, County of San Benito, alleging eight causes of action for: (1) violation of Labor Code §§
21 201-204, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 201-204, 510, 558, and 1194;
22 (3) violation of Labor Code § 226.7; (4) violation of Labor Code §§ 226.7, 512, 1174, 1198, and 1199
23 and Wage Orders; (5) violation of Labor Code §§ 201-204, 233, and 246; (6) violation of Labor Code
24 § 226(a); (7) violation of Labor Code § 2698, et seq., the Private Attorneys General Act (the
25 “PAGA”); and (8) violation of Business & Professions Code § 17200, et seq., the Unfair Competition
26 Law or “UCL” (the “Complaint”).

27 On June 13, 2024, the Parties attended mediation with Michael Loeb, Esq. Prior to mediation,
28

1 Plaintiff's counsel obtained shift and payroll data from which he was able to calculate the total
2 exposure. Based on all of the evidence and data, Plaintiff's counsel was able to perform calculations
3 based on the allegations and value the maximum damages and penalties at issue. Based thereon, the
4 Parties were able to reach this class action settlement.

5 **A. Class Members**

6 The "Class Members" are defined as: "All current and former non-exempt employees,
7 including temporary staffing employees, who worked for Defendant Pride Conveyance Systems, Inc.
8 ("Defendant") at any time in the State of California from January 1, 2019, through May 18, 2024."

9 **B. Operation of the Settlement.**

10 Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
11 Settlement ("Preliminary Approval Order") dated December 13, 2024, this Court conditionally
12 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval
13 Order also approved of the proposed forms of notice and notice plan. The Court entered the
14 Preliminary Approval Order after review and consideration of all of the pleadings filed in connection
15 herewith, and the oral presentations made by counsel at the hearing.

16 In compliance with the Preliminary Approval Order, the Class Notices were sent to all Class
17 Members via first class mail. The notice process was timely completed. This Court finds that the
18 Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious
19 deficiencies, and does not improperly grant preferential treatment to any individuals. One individual
20 opted-out and no Class Member has objected to the Settlement.

21 The Court finds that the Settlement was entered into in good faith pursuant to California *Code*
22 *of Civil Procedure* section 877.6. The Court further finds that the Settlement is fair, reasonable and
23 adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement
24 under California law. Under the provisions of California *Code of Civil Procedure* section 382 and
25 Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v.*
26 *Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

27 [Q]uestions of law or fact common to the members of the class predominate over any
28 questions affecting only individual members, and that a class action is superior to the

1 available methods for the fair and efficient adjudication of the controversy ... Fed. R.
2 Civ. Proc. 23.

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

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

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

8 2. The Court has jurisdiction over the subject matter of the litigation, the Class
9 Representative, the other Members of the Settlement Class, and Defendant.

10 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
11 disseminated to the Class Members, constituted the best notice practicable under the circumstances to
12 all persons within the definition of the Class, and fully met the requirements of California law and due
13 process under the United States Constitution.

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

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

19 6. The Court hereby certifies the following Class for settlement purposes only: "All
20 current and former non-exempt employees, including temporary staffing employees, who worked for
21 Defendant Pride Conveyance Systems, Inc. ("Defendant") at any time in the State of California from
22 January 1, 2019, through May 18, 2024.

23 7. With respect to the Class and for purposes of approving the settlement only and for no
24 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and
25 so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
26 common to the Class, and there is a well-defined community of interest among Members of the Class
27 with respect to the subject matter of the claims in the Litigation; (c) the claims of Class Representative
28 is typical of the claims of the members of the Class; (d) the Class Representative has fairly and

adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for the Class.

8. Defendant shall fund \$600,000.00 of the total Gross Settlement Sum pursuant to the terms of the Settlement Agreement.

9. The Court approves the Individual Settlement Payment amounts, which shall be distributed pursuant to the terms of the Settlement Agreement.

10. Defendant shall pay: (a) to Class Counsel attorneys' fees in the amount of \$210,000 and reimbursement of costs in the amount of \$15,803.56; (b) \$15,000 to Plaintiff as the representative enhancement award; (c) \$45,000.00 to be paid to the Labor Workforce Development Agency for its 75% share of \$15,000 allocated as penalties under the Private Attorneys General Act; (d) \$8,500.00 to the Settlement Administrator, Xpand Legal for its fees and costs relating to the claims administration process. The Court finds that these amounts are fair and reasonable. Defendant is directed to make such payments from the Maximum Settlement Amount and in accordance with the terms of the Settlement Agreement.

11. Settlement Checks remaining un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks"), shall be transmitted to the California State Controller's Office's Unclaimed Property Division. The Parties are further ordered to comply with California Code of Civil Procedure § 384(b), *i.e.*, submitting a report stating the total amount that was actually paid to the class members and compliance with the terms of the Settlement.

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

1 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
2

3 Dated: _____
4

5 HON. JOSE “OMAR” RODRIGUEZ
6 JUDGE OF THE SUPERIOR COURT
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28