

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CASSANDRA NEGRETE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

WINSUPPLY INC., a Delaware
corporation; ORANGE COUNTY
WINDUSTRIAL CO., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2021-01188066-CU-OE-CXC

(Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105)

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

Date: July 14, 2023

Time: 10:00 a.m.

Dept.: CX105

Complaint Filed: March 9, 2021

FAC Filed: April 13, 2022

SAC Filed: January 19, 2023

Trial Date: None Set

1 Plaintiff Cassandra Negrete (“Plaintiff”), and the settling Defendants Winsupply Inc. and
2 Orange County Windustrial Co. (collectively, “Defendants”) (together with Plaintiff, the “Parties”)
3 have entered into the Joint Stipulation of Class Action and PAGA Settlement (“Stipulation” or
4 “Settlement Agreement”) to settle the above-captioned class action subject to the Court’s approval
5 (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
7 Action Settlement, including approval of an Enhancement Payment for the Class Representative
8 and Class Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and
9 considered all the pleadings and documents submitted, and the presentations made in connection
10 with the Motion which came on for hearing on July 14, 2023.

11 **I. BACKGROUND**

12 On March 9, 2021, Plaintiff filed a complaint in the Superior Court of the State of California
13 for the County of Orange on behalf of herself and all similarly situated employees. Plaintiff
14 subsequently twice amended the complaint. On January 19, 2023, Plaintiff filed the operative
15 Second Amended Complaint. The Second Amended Complaint asserted claims for: (1) violation of
16 Labor Code §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code §§
17 510, 558, 1194, 1194.2, and 1197.1; (4) violation of Labor Code § 226; (5) violation of Labor Code
18 §§ 201-203; (6) violation of Business and Professions Code § 17200, *et seq.*; (7) violation of Labor
19 Code § 2802; and (8) violation of Labor Code § 2698, *et seq.* Specifically, Plaintiff alleged that
20 Defendants failed to provide off-duty meal and rest breaks, correctly calculate the regular rate of
21 pay for purposes of paying overtime wages, provide accurate itemized wage statements, reimburse
22 business expenses, and pay all wages owed upon separation of employment to Plaintiff and the
23 Class.

24 **A. Class Members**

25 The “Class” is defined as “all current and former hourly-paid, non-exempt employees of
26 Defendants employed in the State of California at any time during the Class Period.” The Class
27 Period is from September 12, 2016, to May 1, 2022.

28 //

1 **B. Operation of the Settlement**

2 Pursuant to the Preliminary Approval Order dated March 10, 2023, this Court conditionally
3 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval
4 Order also approved of the proposed form of notice and notice plan. The Court entered the
5 Preliminary Approval Order after review and consideration of all of the pleadings filed in
6 connection herewith, and the oral presentations made by counsel at the hearing.

7 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class
8 Members via first class mail. The notice process was timely completed.

9 This Court finds that the Settlement appears to be the product of serious, informed, non-
10 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
11 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
12 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement
13 is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
14 class action settlement under California law. Under the provisions of California Code of Civil
15 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
16 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
17 certify a class where:

18 [Q]uestions of law or fact common to the members of the class
19 predominate over any questions affecting only individual members,
20 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.

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

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

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

27 2. The Court has jurisdiction over the subject matter of the litigation, the Class
28 Representative, Participating Class Members, and Defendants.

1 3. The Court finds that the dissemination of the Notice of Proposed Class Action
2 Settlement as disseminated to the Class Members, constituted the best notice practicable under the
3 circumstances to all Persons within the definition of the Class, and fully met the requirements of
4 California law and due process under the United States Constitution.

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

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

10 6. The Court hereby certifies the following Class for settlement purposes only: all
11 current and former hourly-paid, non-exempt employees of Defendants employed in the State of
12 California at any time during the Class Period.

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

23 8. Defendants shall fund \$2,000,000.00 of the Gross Settlement Amount, pursuant to
24 the terms of the Settlement Agreement.

25 9. The Court approves the Individual Settlement Payments, which shall be distributed
26 pursuant to the terms of the Settlement Agreement.

27 10. Using the funds provided by Defendants, the Settlement Administrator shall pay (a)
28 to Class Counsel attorneys' fees in the amount of \$666,667.00 and reimbursement of costs in the

1 amount of \$17,700.11; (b) an enhancement payment award to the Class Representative Cassandra
2 Negrete to reimburse her for her unique services in the following amount: \$10,000.00; (c) the sum
3 of \$112,500.00 to be paid to the California Labor & Workforce Development Agency for PAGA
4 penalties; and (d) \$18,925.00 to the Settlement Administrator, Phoenix Settlement Administrators,
5 for its fees and costs relating to the settlement administration process. The Court finds that these
6 amounts are fair and reasonable. Defendants are directed to make such payments in accordance with
7 the terms of the Settlement Agreement.

8 11. The court sets a Final Report Hearing for _____, at 10:00 a.m., to confirm
9 that distribution efforts are fully completed, including the distribution of uncashed class member
10 checks to the California State Controller's Unclaimed Property Fund after 180 days, that the
11 Settlement Administrator's work is complete, and that the Court's file thus may be closed.

12 12. The Settlement Administrator shall post notice of this judgment on its website.

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

18 IT IS SO ORDERED AND ADJUDGED.

19
20 DATED: _____

21 HON. RANDALL J. SHERMAN
22 SUPERIOR COURT OF CALIFORNIA
23
24
25
26
27
28