

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: ESPINOSA vs. STATES DRAWER BOX SPECIALTIES, LLC, a Delaware limited liability compant

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2021-01197170-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order - Other dated 05/31/23, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on May 31, 2023, at 4:37:15 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 31 2023

DAVID H. YAMASAKI, Clerk of the Court

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GERMAN ESPINOSA

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

GERMAN ESPINOSA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

STATES DRAWER BOX SPECIALTIES,
LLC, a Delaware limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2021-01197170-CU-OE-CXC
*[Assigned for all purposes to Honorable Lon F.
Hurwitz – Department – CX103]*

~~[FURTHER REVISED PROPOSED]~~
**JUDGMENT AND ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE
SERVICE AWARD, AND ATTORNEYS' FEES
AND COSTS**

Complaint Filed: April 23, 2021
Trial Date: Not Set

~~[FURTHER REVISED PROPOSED]~~ **JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS - 1**

1 **PROPOSED ORDER**

2 Plaintiff German Espinoza's ("Plaintiff") Motion for Final Approval of Class Action
3 Settlement, Class Representative Service Award, and Attorneys' Fees and Costs ("Final Approval
4 Motion") is set for continued hearing before this Court on April 28, 2023 at 1:30 pm. The Court,
5 having considered the Parties' Stipulation of Settlement ("Settlement Agreement" or
6 "Settlement") and the documents and evidence presented in support thereof, and recognizing the
7 disputed factual and legal issues involved in this case, the risks of further prosecution, and the
8 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
9 a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of
10 good faith, arm's-length negotiations between the Parties. Good cause appearing therefor, the
11 Court hereby GRANTS Plaintiff's Final Approval Motion and HEREBY ORDERS THE
12 FOLLOWING:

13 1. Final judgment is hereby entered in conformity with the Settlement and the Final
14 Approval Motion.

15 2. The conditional class certification is hereby made final, and the Court thus
16 certifies, for purposes of the Settlement, a Settlement Class consisting of:

17 All current and former non-exempt employees of States Drawer Box Specialties,
18 LLC in California at any time from April 23, 2017 through June 30, 2022.

19 3. German Espinoza is hereby confirmed as Class Representatives. Paul K. Haines
20 of Haines Law Group, APC and Sam Sani of Sani Law, APC, are hereby confirmed as Class
21 Counsel.

22 4. Notice was provided to Settlement Class Members as set forth in the Settlement
23 Agreement, which was preliminarily approved by the Court on September 19, 2022, and the
24 notice process has been completed in conformity with the Settlement Agreement. The Court finds
25 that said notice was the best notice practicable under the circumstances. The Class Notice
26 provided due and adequate notice of the proceedings and matters set forth therein, informed
27

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

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

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

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

18 8. The Court finds that given the absence of objections, and objections being a
19 prerequisite to appeal, this Order shall be considered final as of the date it is signed by this Court.

20 9. The Court orders that Defendant shall deposit the Maximum Settlement Amount
21 into an account established by Phoenix Class Action Administration Solutions ("Settlement
22 Administrator"), as provided for in the Settlement.

23 10. The Court finds that the Settlement Shares, as provided for in the Settlement, are
24 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
25 payments in conformity with the terms of the Settlement.

26 11. The Court finds that a service award in the amount of \$5,000.00 to Plaintiff
27 German Espinoza is appropriate for the risks undertaken, his service to the Settlement Class, and

1 his general release of claims. In making this award, the Court has considered the factors set forth
2 in *Golba v. Dick's Sporting Goods, Inc.*, (2015) 238 Cal.App.4th 1251 and *Clark v. Am.*
3 *Residential Servs. LLC*, (2009) 175 Cal.App.4th 785, and orders that the Settlement Administrator
4 make this payment in conformity with the terms of the Settlement.

5 12. The Court finds that attorneys' fees in the amount of \$116,666.66, and actual
6 litigation costs of \$13,065.23 for Class Counsel are fair, reasonable, and adequate, and orders that
7 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
8 terms of the Settlement. In approving this amount, the Court is not approving the hourly billing
9 rates proposed by Class Counsel.

10 13. The Court orders the Settlement Administrator to provide notice of this Judgment
11 and Order to Settlement Class Members by posting a copy of this Judgment and Order on the
12 Settlement Administrator's website associated with this settlement administration forthwith:
13 <https://www.phoenixclassaction.com/espinoza-v-states-drawer-box/>.

14 14. The Court orders that the Settlement Administrator shall be paid \$7,000.00 from
15 the Maximum Settlement Amount for all of its work done and to be done until the completion of
16 this matter and finds that sum appropriate.

17 15. The Court approves payment to the Labor Workforce Development Agency in the
18 amount of \$15,000.00 for its share of the PAGA penalties.

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

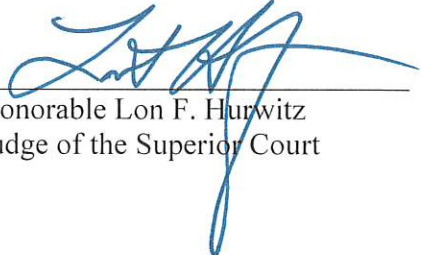
26 17. The Court sets a Final Accounting Hearing on January 17, 2025 at 1:30 p.m. in
27 Department CX103. Counsel shall submit a final administrator's report by January 3, 2025 (*i.e.*,

1 at least 14 calendar days prior to that hearing) regarding the status of the settlement
2 administration. The final report must include all information necessary for the Court to determine
3 the total amount actually paid to class members and any amounts tendered to the California
4 Unclaimed Property Fund. If the remaining funds are not fully disbursed by the report deadline,
5 Plaintiff's counsel is ORDERED to request a continuance. Failure to do so will result in an OSC
6 re Sanctions pursuant to CCP Section 177.5.

7 18. Plaintiff is to give notice of this Judgement and Order, including to the LWDA,
8 and file proof of service within five court days.

9 **IT IS SO ORDERED.**

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11 Dated: MAY 31 2023, 2023

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13 Honorable Lon F. Hurwitz
14 Judge of the Superior Court
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