

FILED
Superior Court of California
County of Sacramento
06/28/2023
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RICARDO RODRIGUEZ-ALVAREZ, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

**NORTHWEST CONFECTIONS
CALIFORNIA, LLC**, a California limited
liability company; and **DOES 1** through
50, inclusive,

Defendants.

Case No.: 34-2021-00300622-CU-OE-GDS

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: April 21, 2023
Time: 9:00 a.m.
Dept.: 27

Complaint Filed: May 12, 2021
FAC Filed: June 11, 2021
Trial Date: None

BY FAX



1 Plaintiff Ricardo Rodriguez-Alvarez (“Plaintiff”) (“Plaintiff”), and the settling Defendant
2 Northwest Confections California, LLC (“Defendant”) (together, the “Parties”) have entered into
3 the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
4 Agreement”) to settle the above-captioned class action subject to the Court’s approval (the
5 “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 incentive payment for the Named Plaintiff and Class
8 Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and considered all
9 the pleadings and documents submitted, and the presentations made in connection with the
10 Motion which was scheduled for hearing on April 21, 2023.

11 **I. BACKGROUND**

12 On May 21, 2021, Plaintiff filed a complaint in the Superior Court of the State of
13 California for the County of Sacramento on behalf of himself and all similarly situated
14 employees (the “Action”). Plaintiff subsequently filed a first amended complaint on June 11,
15 2021. The first amended complaint is the operative complaint (“Complaint”).

16 The Complaint asserted claims for: (1) failure to pay wages; (2) violation of Labor Code
17 § 227.3; (3) violation of Labor Code § 226(a); (4) violation of Business and Professions Code §
18 17200, *et seq.*; and (6) violation of Labor Code § 2698, *et seq.* Specifically, Plaintiff alleged that
19 Defendant subjected its employees to daily COVID-19 screening procedures prior to entering the
20 work premises. These screening procedures were conducted prior to the start of the shift, and as
21 such, employees were not paid minimum, regular, and/or overtime wages for the time spent
22 undergoing the procedures. Plaintiff also alleged that Defendant failed to pay all earned and
23 unused vacation wages upon separation of employment and issued deficient wage statements.

24 **A. Class Members**

25 The “Class Members” are defined as “all current and former non-exempt employees of
26 Defendants who were employed in the State of California at any time during the Class Period
27 (the period commencing on May 12, 2017, and ending on September 19, 2022).”

28 **B. Operation of the Settlement**

1 Pursuant to the Preliminary Approval Order dated January 11, 2023, this Court
2 conditionally certified the Class and granted preliminary approval to the Settlement. The
3 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The
4 Court entered the Preliminary Approval Order after review and consideration of the pleadings
5 filed in connection herewith, and the oral presentations made by counsel at the hearing.

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

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

16 [Q]uestions of law or fact common to the members of the class
17 predominate over any questions affecting only individual members,
18 and that a class action is superior to the available methods for the
19 fair and efficient adjudication of the controversy ... Fed. R. Civ.
20 Proc. 23.

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

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

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

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

28 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
disseminated to the Class Members, constituted the best notice practicable under the

1 circumstances to all Persons within the definition of the Class, and fully met the requirements of
2 California law and due process under the United States Constitution.

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

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

9 6. The Court hereby certifies the following Class for settlement purposes only: all
10 current and former non-exempt employees of Defendants who were employed in the State of
11 California at any time during the Class Period (the period commencing on May 12, 2017, and
12 ending on September 19, 2022).

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

24 8. Defendant shall fund \$257,500.00 of the total Gross Settlement Amount pursuant
25 to the terms of the Settlement Agreement.

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

28 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of

1 \$85,833.33 and reimbursement of costs in the amount of \$9,234.40 (b) incentive payment to the
2 Class Representative Ricardo Rodriguez-Alvarez to reimburse him for his unique services in the
3 following amount: \$10,000.00; and (c) \$8,950.00 to the Settlement Administrator, Phoenix
4 Settlement Administrators, for its fees and costs relating to the settlement administration process.
5 The Court finds that these amounts are fair and reasonable. Defendant is directed to make such
6 payments in accordance with the terms of the Settlement Agreement.

7 11. The Court hereby enters final judgment in this case in accordance with the terms
8 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
9 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
10 over the action and the Parties, including all Settlement Class Members, for purposes of
11 enforcing and interpreting this Order and the Settlement as per CRC 3.769(h).

12 12. As set forth in the Settlement Agreement, any uncashed funds will be disbursed to
13 Legal Aid at Work as a *cy pres* recipient, pursuant to Code of Civil Procedure § 384.

14 13. The Court sets 2/8/24 at 1:30 p.m. as the date for the administrative compliance
15 hearing.

16 IT IS SO ORDERED AND ADJUDGED.

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18 DATED: 06/28/2023



19 Jill Talley
20 HON. JILL H. TALLEY
21 SUPERIOR COURT OF CALIFORNIA
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