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Attorneys for Plaintiff and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

MELISSA INCZE, an individual, on behalf of  
the State of California, as a private attorney  
general, and on behalf of all others similarly  
situated,

Plaintiff,

v.

RADIAL, INC. a Pennsylvania Corporation;  
and DOES 1 - 50, inclusive,

Defendants.

CASE NO.: CIVSB2133520

*[Assigned to the Hon. David Cohn, Dept. S-26]*

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT; AND  
ENTRY OF FINAL JUDGMENT  
THEREON**

**HEARING DATE**

Date: July 5, 2023

Time: 10:00 a.m.

Dept.: S26

BY   
JESSICA MORALES, DEPUTY

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUL 05 2023

FILED

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND  
ENTRY OF FINAL JUDGMENT THEREON

1 Plaintiff's Motion for Final Approval of the Class Action Settlement (the "Final Approval  
2 Motion") as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release  
3 (the "Settlement Agreement" and/or the "Settlement") came for hearing on July 5, 2023, in  
4 Department S26 of the above-entitled court.

5 The Final Approval Motion was unopposed by Defendants Radial, Inc. and Adecco USA,  
6 Inc. ("Defendants"). Having considered the Final Approval Motion, the Settlement Agreement,  
7 declarations in support thereof, and all other materials properly before the Court and having  
8 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the  
9 Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is  
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court  
11 having considered the Settlement Agreement, all papers filed, and proceedings had herein and all  
12 oral and written comments received regarding the proposed Settlement, and having reviewed the  
13 record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all  
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class  
18 Representative, the Class Members, and Defendants.

19 3. The Court finds that the distribution of the Settlement Notice, as provided for in  
20 the Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice  
21 practicable under the circumstances to all Class Members and fully met the requirements of  
22 California law and due process under the California and United States Constitution. Based on  
23 evidence and other material submitted, the actual notice to the Settlement Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims  
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf  
26 of the Class Members included claims for (a) all claims for failure to pay minimum wages under  
27 Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1, and 1198; (b) all claims for failure to pay  
28 overtime wages under Cal. Labor Code §§ 204, 510, 1194, and 1199; (c) all claims for failure to

1 provide required rest breaks under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC  
2 Wage Orders; (d) all claims for failure to provide required meal periods under Cal. Labor Code  
3 §§ 226.7 and 512 and the applicable IWC Wage Order; (e) all claims for failure to maintain  
4 accurate employment records under Cal. Labor Code §§ 1174 and 1174.5; (f) failure to timely  
5 pay wages during employment under Cal. Labor Code §§ 204, 210(a), and 216; (g) failure to pay  
6 all wages earned and unpaid at separation under Cal. Labor Code §§ 201-203; (h) failure to  
7 indemnify all necessary business expenditures under Cal. Labor Code §§ 2802 and 2804;  
8 (i) failure to furnish accurate itemized wage statements under Cal. Labor Code §§ 226;  
9 (j) violation of California's Unfair Competition Law, Cal. Bus. & Professions Code §§ 17200, *et*  
10 *seq.*; (k) liquidated damages; (l) interest; (m) attorneys' fees; and (n) attorneys' costs.

11 5. All Class Members who did not opt out of the Settlement are entitled to payment  
12 pursuant to the Settlement and this Order.

13 6. The Court approves the Settlement, as set forth in the Settlement Agreement and  
14 each of the releases and other terms, as fair, just, reasonable, and adequate as to the settling parties.  
15 The settling parties are directed to perform in accordance with the terms set forth in the Settlement  
16 Agreement.

17 7. The settling parties are to bear their own costs, except as otherwise provided in the  
18 Settlement Agreement.

19 8. For purposes of effectuating this Order and Judgment (including the Released  
20 Claims of Participating Class Members), this Court has certified the following class: "all current  
21 and former non-exempt employees of Defendants who work or worked for Defendants out of any  
22 of Radial, Inc.'s fulfillment centers in California during the "Radial Class Period" commencing  
23 on June 16, 2021 through July 31, 2022 and the "Adecco Class Period" commencing on April 13,  
24 2020 through July 31, 2022." The Court deems this definition sufficient for purposes of  
25 California Rules of Court, rule 3.765(a).

26 9. With respect to the Participating Class Members and for purposes of approving  
27 this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable  
28 and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law

1 or fact common to the Class Members, and there is a well-defined community of interest among  
2 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class  
3 Representative is typical of the claims of the Class Members; (d) the Class Representative has  
4 fairly and adequately protected the interests of the Class Members; (e) a class action is superior  
5 to other available methods for an efficient adjudication of this controversy; and (f) the counsels  
6 of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for  
7 the Plaintiff in her individual and representative capacity and for the Participating Class Members.

8 10. Upon the Effective Date, the Class Representative and each of the Participating  
9 Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,  
10 finally, and forever released, relinquished, and discharged the Released Parties for the Released  
11 Claims, which is defined in the Settlement Agreement. Additionally, the PAGA Members shall  
12 be bound by the PAGA Release, which is defined in the Settlement Agreement.

13 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor  
14 any act performed or document executed pursuant to or in furtherance of the Settlement  
15 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class  
16 Representative or Participating Class Members as an admission of, or evidence of, the validity of  
17 any of the Class Members' Released Claims, or of any wrongdoing or liability of Defendants or  
18 any of the other Released Parties; or (ii) is or may be deemed to be or may be used by the Class  
19 Representative or Participating Class Members as an admission of, or evidence of, any fault or  
20 omission of Defendants or any of the other Released Parties in any civil, criminal, or  
21 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or  
22 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from  
23 this Action in any other action that may be brought against it or them in order to support a defense  
24 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith  
25 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or  
26 similar defense or counterclaim.

27 13. The "Gross Settlement Amount" to be paid under the Settlement Agreement is  
28 \$559,905.00. From this amount, Class Counsel collectively sought a Class Counsel Award of

1 \$186,635.00 in attorneys' fees, and attorneys' costs in the amount of \$14,285.71, Class  
2 Representative Service Award for the Class Representative Melissa Incze of \$10,000.00,  
3 Settlement Administrator Costs for CPT Group, Inc. in the amount of \$25,000.00, and \$22,500.00  
4 to the LWDA for PAGA Penalties. Defendants' share of employer's payroll taxes on the portion  
5 of the Net Settlement Amount that is allocated as wages shall be paid separately and in addition  
6 to the Settlement Amount. Defendants do not oppose these requests. The Court finds that the  
7 Settlement Amount is fair, reasonable, and adequate, and awards the payments as set forth above  
8 from the Settlement Amount. After deducting the foregoing payments from the Settlement  
9 Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class  
10 Members as set forth in the Settlement Agreement and as calculated by the Settlement  
11 Administrator.

12 14. The Settlement Administrator is directed to calculate the Class Member's  
13 Individual Settlement Awards from the Net Settlement Amount and issue all payments in  
14 accordance with the Settlement Agreement, and in the time frames set forth in the Settlement  
15 Agreement.

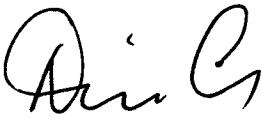
16 15. Class Members shall have 180 days to negotiate the Settlement check from the  
17 date of issuance by the Settlement Administrator. In the event that a Class Member does not  
18 negotiate his/her check within this time period, the uncashed check along with any interest that  
19 has accrued thereon, shall be submitted to the Los Angeles Regional Food Bank, the *cy pres*  
20 beneficiary pursuant to Cal. Code of Civil Procedure § 384.

21 16 This document shall constitute a Judgment for purposes of California Rule of  
22 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the  
23 Class Representative, the Class Members, and Defendants for the purposes of supervising the  
24 implementation, enforcement, construction, administration, and interpretation of the Settlement  
25 Agreement and this Judgment.

26 17. A final accounting hearing regarding the distribution of the funds shall be held on  
27 2/5, 2024, at 8:30 a.m. in Department 26 of the above-entitled Court.

1 **IT IS SO ORDERED.**

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3 Dated: 7/5/22, 2023

  
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HON. DAVID COHN  
JUDGE OF THE SUPERIOR COURT

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[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND  
ENTRY OF FINAL JUDGMENT THEREON