

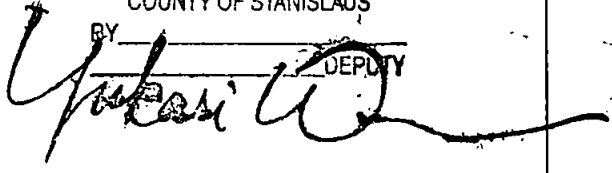
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Attorneys for Plaintiff Bernadette Uvalles  
and Proposed Class Counsel

**FILED**

**DEC 12 2022**

CLERK OF THE SUPERIOR COURT  
COUNTY OF STANISLAUS

BY  DEPUTY

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

BERNADETTE UVALLES, on behalf of  
herself and all "aggrieved employees"  
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

JAMNADAS, INC., a California  
corporation, and DOES 1 through 10,  
inclusive,

Defendants.

CASE NO: CV-21-005438

*Assigned to the Hon. John D. Freeland, Dept. 23*

CLASS ACTION

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

DATE: December 9, 2022  
TIME: 8:30 a.m.  
DEPT.: 23

*Action Filed: October 4, 2021*

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came  
2 before this Court on December 9, 2022. The above-captioned Action is a class action lawsuit  
3 brought by Plaintiff Bernadette Uvalles ("Plaintiff") against Defendant Jamnadas, Inc.  
4 ("Defendant") (all together, the "Parties"). Plaintiff alleges, on behalf of a class of certain of  
5 Defendant's current and former employees, that Defendant failed to pay all wages; failed to provide  
6 compliant meal or rest periods or compensation in lieu thereof; failed to comply with itemized wage  
7 statement provisions; failed to reimburse employee expenses, failed to provide suitable seating, and  
8 failed to timely pay wages due at separation. Defendant denies any and all alleged wrongdoing and  
9 denies any liability to Plaintiff and Class Members. Defendant contends that that it has complied  
10 at all times with California law, including the California Labor Code, the Industrial Commission  
11 Wage Orders, and the California Business and Professions Code.

12 On July 13, 2022, this Court entered an Order Granting Preliminary Approval of Settlement,  
13 resulting in certification of the following provisional Settlement Class: all current and former  
14 hourly-paid, non-exempt employees employed by Defendant in California between October 4, 2017  
15 and June 12, 2022.

16 That Preliminary Approval Order further directed the Parties to provide Notice to the Class,  
17 which informed absent class members of: (a) the proposed Settlement, and the Settlement's key  
18 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class  
19 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that  
20 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and  
21 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for  
22 Class Members to participate in the proposed settlement.

23 The Court, upon Notice having been given as required in the Preliminary Approval Order,  
24 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well  
25 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

26 \\\n

27 \\\n

1           1.       This Court has jurisdiction over the subject matter of the Action and over all Parties  
2 to the Action, including all members of the Settlement Class.

3           2.       The Court finds that the Settlement Class is properly certified for settlement  
4 purposes only.

5           3.       The Notice provided to the Settlement Class conforms with the requirements of  
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
7 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other  
8 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
9 individual notice to all Class Members who could be identified through reasonable effort, and by  
10 providing due and adequate notice of the proceedings and of the matters set forth therein to the  
11 Class Members. The notice fully satisfied the requirements of due process.

12           4.       The Court finds the settlement was entered into in good faith, that the settlement is  
13 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
14 requirements for final approval of this class action settlement under California law, including the  
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
16 3.769.

17           5.       The Court approves the Gross Settlement Amount of Two Hundred Eighty-Six  
18 Thousand Dollars (\$286,000).

19           6.       Zero (0) Class Members have objected to the terms of the Settlement.

20           7.       Three (3) Class Members have requested exclusion from the Settlement.

21           8.       Upon entry of this Order, compensation to the Class Members shall be affected  
22 pursuant to the terms of the Settlement.

23           9.       In addition to any recovery that Plaintiff may receive from the Net Settlement  
24 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court  
25 hereby approves the payment of an enhancement payment to Bernadette Uvalles in the amount of  
26 Seven Thousand Five Hundred Dollars (\$7,500). This shall be paid from the Gross Settlement  
27 Amount.  
28

1           9.     The Court approves the payment of attorneys' fees to Class Counsel in the sum of  
2     One Hundred Thousand One Hundred Dollars (\$100,100), and the reimbursement of litigation  
3     expenses in the sum of Twelve Thousand Dollars (\$12,000). This shall be paid from the Gross  
4     Settlement Amount.

5           10.    The Court approves and orders payment in the amount of Seven Thousand Five  
6     Hundred Dollars (\$7,500) to Simpluris, Inc. for performance of its settlement administration  
7     services. This shall be paid from the Gross Settlement Amount.

8           11.    The Court approves the PAGA Payment and its apportionment among the Class  
9     Members, and orders payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500) to  
10    the California Labor and Workforce Development Agency for its 75% share of PAGA penalties.  
11    This shall be paid from the Gross Settlement Amount.

12          12.    Upon the entry of this Order and Judgment, Plaintiff and Class Members shall be  
13    bound by the release of claims as set forth in the Settlement.

14          13.    This "Judgment" is intended to be a final disposition of the above captioned action  
15    in its entirety, and is intended to be immediately appealable.

16          14.    This Court shall retain jurisdiction with respect to all matters related to the  
17    administration and consummation of the Settlement, and any and all claims asserted in, arising out  
18    of, or related to the subject matter of the lawsuit, including but not limited to all matters related to  
19    the settlement and the determination of all controversies relating thereto.

20          15.    In accordance with the provisions of Code Civ. Proc. §384, a compliance hearing is  
21    set for January 31, 2024 at 8:30 a.m. in Department 23 to confirm full administration of the  
22    settlement. Class counsel shall submit a compliance report no later than 5 court days before the  
23    date of the hearing, which shall include the total amount that was actually paid to the class members.

24          16.    In addition, the Court orders that notice of the Court's order granting final approval  
25    and judgment shall be posted on the Settlement Administrator's website for a period of at least 90  
26    days. (Civ. Code §1781(g); Cal. Rules of Ct., rule 3.771(b).)

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IT IS SO ORDERED.

Dated: 12/9/22

J. Freeland  
JUDGE OF THE SUPERIOR COURT  
**J. FREELAND**

APPROVED AS TO FORM AND CONTENT:

Dated: December 8, 2022

GAINES & GAINES, APLC

By: [Signature]  
Daniel F. Gaines, Esq.  
Alex P. Katofsky, Esq.  
Counsel for Plaintiff and Class  
Representative

Dated: December 8, 2022

KAUFMAN DOLOWICH & VOLUCK, LLP

By: [Signature]  
Katherine S. Catlos, Esq.  
Christine Starkie, Esq.  
Katherine L. Alphonso, Esq.  
Counsel for Defendant

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the  
3 within action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 \_\_\_\_\_ (For messenger) my business address is:

5 On December 8, 2022, I served the foregoing document described as **[AMENDED PROPOSED] ORDER**  
6 **AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested  
7 parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

8 **Christine Starkie, Esq.**  
9 **Katherine S. Catlos, Esq.**  
10 **Katherine L. Alphonso, Esq.**  
11 **KAUFMAN DOLOWICH & VOLUCK, LLP**  
12 **425 California Street, Suite 2100**  
13 **San Francisco, California 94104**

14 On the above date:

15   x   (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was  
16 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing  
17 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of  
18 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage  
meter date is more that one day after date of deposit for mailing in affidavit.

19 \_\_\_\_\_ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or  
20 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized  
21 carrier or driver authorized by the express carrier to receive documents.

22 \_\_\_\_\_ (BY FACSIMILE TRANSMISSION) On December 8, 2022, at \_\_\_\_\_ a.m./p.m., at Westlake Village,  
23 California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to  
24 Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-  
25 8984 and the telephone number(s) of the receiving facsimile machine was ( ) \_\_\_\_\_. A transmission report was  
26 properly issued by the sending facsimile machine, and the transmission was reported as complete and without error.  
27 Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

28 \_\_\_\_\_ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-  
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

\_\_\_\_\_ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 8, 2022, at Westlake Village, California.

24   
25 JEREMY REYES  
26  
27  
28