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15 Employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF SAN DIEGO**

18 CASSANDRA TAPIA, individually and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 RIVO HOLDINGS LLC, a California limited
23 liability company; and DOES 1 to 100,
24 inclusive

25 Defendant.

Case No. 37-2021-00046361-CU-OE-CTL

26 **[PROPOSED] ORDER GRANTING FINAL
27 APPROVAL OF CLASS ACTION
28 SETTLEMENT**

Date: February 24, 2023
Time: 09:30 a.m.
Judge: Honorable Gregory Pollack
Dept.: C-71

Filed 2-24-23
ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

~~04/27/2023 at 10:02:01 AM~~ *mr*
Clerk of the Superior Court
By ~~Elizabeth Reyes~~, Deputy Clerk
T. Abas

1 On February 24, 2023, the Court held a hearing on Plaintiff Cassandra Tapia's ("Plaintiff") Motion
2 for Final Approval of Class Action Settlement and Attorneys' Fees and Costs between Plaintiff and
3 Defendant Rivo Holdings LLC, and DOES 1 to 100, inclusive ("Defendant") (collectively, the "Parties").

4 Due and adequate notice having been given to Class Members, and the Court having considered
5 the Class Action Settlement Agreement (the "Settlement Agreement" or "Settlement"), all of the legal
6 authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all
7 oral and written comments received regarding the proposed settlement, and having reviewed the record in
8 this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and
9 ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

10 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
11 "Order") shall have the same meanings given as those terms are used and/or defined in the Parties'
12 Settlement Agreement.¹

13 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
14 jurisdiction to approve this Settlement and all exhibits thereto.

15 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
16 Agreement and as follows:

17 Plaintiff and all other California residents who are or were employed by Defendants, including as
18 Funding Specialists, or in a similar position, who worked at least one shift in California from
19 March 15, 2020 through June 1, 2022 (the "Class Period").

20 4. The Court deems this definition sufficient for the purpose of California Rule of Court
21 3.765(a) and for the purpose of effectuating the Settlement.

22 5. The Court finds that an ascertainable class of 266 Class Members exists and a well-defined
23 community of interests exists in the questions of law and fact involved because in the context of the
24 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff
25 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the
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27
28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Crag J. Ackermann in Support
of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest
2 of the Class Members.

3 6. The Court is satisfied that Atticus Administration, LLC, which functioned as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766. The Class Notice informed 266 Class Members of the Settlement terms,
6 their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion,
7 their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval
8 Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to
9 act were provided by each of these procedures.

10 7. The Court deems this definition sufficient for the purpose of California Rule of Court
11 3.765(a), and solely for the purpose of effectuating the Settlement.

12 8. Not a single Class Member filed or submitted a written objection to the Settlement as part
13 of this notice process.

14 9. Not a single Class Member filed or submitted a request to be excluded from the Settlement
15 as part of the notice process.

16 10. The Court hereby approves the terms set forth in the Settlement Agreement, including the
17 \$100,000.00 gross settlement amount, and finds that the Settlement Agreement is, in all respects, fair,
18 adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code
19 of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the
20 California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and
21 Class Members. The Court directs the Parties to effectuate the Settlement Agreement according to its
22 terms, and declares this Settlement Agreement to be binding on all Class Members. The Court finds that
23 the Settlement Agreement has been reached as a result of informed and non-collusive arm's -length
24 negotiations. The Court further finds that the Parties have conducted extensive investigation and research,
25 and their attorneys were able to reasonably evaluate their respective positions.

26 11. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
27 and declares the Settlement Agreement to be binding on all Class Members.

28 12. The Court finds that the Settlement Agreement has been reached as a result of informed

1 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
2 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
3 positions.

4 13. The Court also finds that Settlement now will avoid additional and potentially substantial
5 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
6 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
7 by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class
8 Members.

9 14. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
10 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
11 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
12 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
13 concession, or liability whatsoever by or against Defendant.

14 15. The Court confirms Cassandra Tapia as Class Representative and finds her to be adequate.

15 16. The Court confirms Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,
16 P.C. and Amir Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each of
17 them to be adequate, experienced, and well-versed in similar class action litigation.

18 17. The terms of the Agreement, including the gross settlement amount of \$100,000.00, and
19 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,
20 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The
21 Court approves the following allocations, which fall within the ranges stipulated by and through the
22 Settlement Agreement:

- 23 a. The \$4,832.00 designated for payment to Atticus Administration, LLC, the Settlement
24 Administrator, is fair and reasonable. The Court grants final approval of, and orders the
25 Parties to make, the payment to the Settlement Administrator in accordance with the
26 Agreement.²

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² The Settlement Agreement contemplates settlement administration costs in the amount of \$5,500 which was preliminarily

1 b. The \$33,333.33 requested by Plaintiff and Class Counsel for the Class Counsel's attorneys'
2 fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants
3 final approval of, awards, and orders the Class Counsel Fees Payment to be made in
4 accordance with the Agreement.

5 c. The Court awards \$6,174.29 in litigation costs, an amount which the Court finds to be
6 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
7 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
8 with the Agreement, and divided between counsel in proportion with their respective costs
9 expenditures.³

10 d. The \$5,000.00 requested by Plaintiff for his Class Representative Payment is fair and
11 reasonable. The Court grants final approval of, and orders the Class Representative
12 Payment to be made in accordance with the Agreement.

13 e. The Court grants final approval of the \$4,000.00 PAGA payment 75% of which shall be
14 paid to the LWDA and orders the payment to be made in accordance with the Agreement.

15 18. The Court orders the Parties to comply with and carry out all terms and provisions of the
16 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
17 case the provisions of this Order shall take precedence and supersede the Settlement.

18 19. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
19 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
20 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
21 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked
22 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
23 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the
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26 approved by this Court, but administration costs came in under budget at \$4,832. The balance of \$688.00 will be added to the
27 Net Settlement Amount to be distributed to the Class Members.

28 ³ The Settlement Agreement contemplates litigation cost reimbursement in the amount of \$7,000.00 which was already
preliminarily approved by this Court and noticed to the Class, however, Plaintiff's counsel is only requesting reimbursement
of litigation costs in the amount of \$6,174.29, with the balance added to the Net Settlement Amount to be distributed to the
Class Members.

1 subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or
2 proceeding other than for settlement purposes.

3 20. All Class Members shall be bound by the Settlement and this Order, including the Release
4 of Claims in favor of Defendant and the other Released Parties as set forth in the Agreement, and are
5 permanently barred and enjoined from prosecuting against Defendants and the other Released Parties any
6 and all of Released Class Claims as defined in the Agreement.

7 21. Plaintiff is bound to the release of claims against Defendant and the other Released Parties
8 as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant
9 and the other Released Parties any and all of Plaintiff's Released Claims as defined in the Agreement.

10 22. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
11 provided in the Settlement Agreement.

12 23. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
13 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
14 be deemed void and shall be distributed pursuant to CCP section 384 to Free to Thrive.

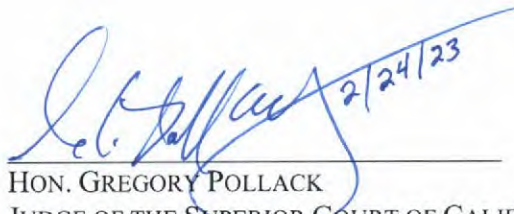
15 24. The Settlement Administrator, within five (5) days of the date of this Order, shall give
16 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a
17 copy of this order and judgment on its website for 60 days.

18 25. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
19 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
20 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
21 administration matters, and addressing such post-Judgment matters as may be appropriate under court
22 rules or applicable law.

23 26. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
24 status of distribution within sixty (60) days after all funds have been distributed.

25 **IT IS SO ORDERED.**

26
27 DATED: _____
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HON. GREGORY POLLACK
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA