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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SOLANO
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11 MARIA SOLEDAD RANGEL MERCADO,
12 individually and on behalf of all others
13 similarly situated;

14 Plaintiff,

15 vs.

16 NORTH BAY DISTRIBUTION, INC., a
17 California Corporation; CHARTWELL
18 STAFFING SERVICES, INC., a New York
19 Corporation; and DOES 1 through 20,
20 inclusive;

21 Defendants.
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Case No.: FCS057328

*[Assigned to Hon. Tim P. Kam, Dept 7, for all
purposes]*

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

Complaint Filed: October 21, 2021

1 Plaintiff Maria Soledad Rangel Mercado's ("Plaintiff" or "Class Representative")
2 Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the
3 Class Action Settlement Agreement and Release of Claims ("Settlement Agreement" or "S.A.")
4 came for a hearing in Department 7 of the above-entitled court. The Final Approval Motion was
5 unopposed by Defendants North Bay Distribution, Inc., ("North Bay") and Chartwell Staffing
6 Services, Inc., ("Chartwell") (collectively, "Defendants").

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

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

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

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

20 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
21 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
22 defined community of interest among the Class Members in questions of law and fact. The
23 Court, therefore, certifies the following Class, for settlement purposes only:

24 "All current and former nonexempt employees who worked at a
25 North Bay Facility in California at any time during the Class
26 Period of October 21, 2017, through July 25, 2023, including
27 Direct Hires of North Bay and Temporary Employees assigned by
28 Chartwell."

1 As set forth in the Settlement Agreement, the following defined terms are used in this
2 class definition: “Direct Hires of North Bay” refers to individuals who were hired directly by
3 North Bay and employed to work at a North Bay Facility [S.A. ¶ 19]; “Temporary Employees”
4 refers to individuals who were employed by Chartwell and assigned to work at a North Bay
5 Facility in California at any time during the Class Period and/or PAGA Period [S.A. ¶ 42]; and
6 “North Bay Facility” means and refers to North Bay’s facilities in California where the Class
7 Members performed work, and includes: (a) 2031 Cessna Dr., Vacaville, CA 95688, (b) 2050
8 Cessna Dr., Vacaville, CA 95688, (c) 2029 E. Monte Vista Ave., Vacaville, CA 95688, (d) 2131
9 Icon Way, Vacaville, CA 95688, (e) 4995 Industrial Way, Benecia, CA 94510, and (f) 13454
10 Larwin Cir., Santa Fe Springs, CA 90670. The Court deems this definition sufficient for
11 purposes of California Rules of Court, rule 3.765(a).

12 4. With respect to the Class, and for purposes of approving this Settlement, this
13 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous
14 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
15 Class Members, and there is a well-defined community of interest among the Class Members
16 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
17 typical of the claims of the Class Members; (d) the Class Representative has fairly and
18 adequately protected the interests of the Class Members; (e) a class action is superior to other
19 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
20 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
21 in her individual and representative capacity and for the Class.

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

27 6. As further set forth in the Settlement Agreement, “Aggrieved Employee(s)”
28 means all current and former nonexempt employees who worked at a North Bay Facility in

1 California at any time during the PAGA Period of October 21, 2020, through July 25, 2023,
2 including Direct Hires of North Bay and Temporary Employees assigned by Chartwell.

3 7. The Court finds that the instant Action presented a good faith dispute of the
4 claims alleged, and the Court finds in favor of settlement approval.

5 8. The Released Class Claims on behalf of the Participating Class Members
6 included:

7 a. all claims asserted in the Complaint or that reasonably could have been
8 alleged based on the allegations, the facts, statutory citation and/or legal
9 theories contained in the Complaint, including: (a) failure to pay minimum
10 wages, (b) failure to pay overtime wages, (c) failure to provide meal periods,
11 (d) failure to provide rest breaks, (e) failure to timely pay wages upon
12 separation of employment, (f) failure to provide accurate itemized wage
13 statements, (g) unfair and unlawful competition, and (h) all other claims for
14 statutory penalties based on the facts or claims alleged in the Complaint. The
15 time period governing the Released Class Claims shall be any time during the
16 Class Period.

17 9. The Released PAGA Claims on behalf of the Aggrieved Employees included:

18 a. all PAGA claims that Plaintiff alleged against the Released Parties, on behalf
19 of herself and the State of California, based on the facts stated in the
20 Complaint in the Action and in the LWDA notice letter, including all PAGA
21 claims seeking civil penalties premised upon (a) failure to pay minimum
22 wages, (b) failure to pay overtime wages, (c) failure to provide meal periods,
23 (d) failure to provide rest breaks, (e) failure to timely pay wages each period
24 and upon separation of employment, (f) failure to provide accurate itemized
25 wage statements, and (g) all other claims for civil penalties recoverable under
26 PAGA based on the facts or claims alleged in the Complaint. The time period
27 governing the Released PAGA Claims shall be any time during the PAGA
28 Period.

1 10. There were no Objections and one Request for Exclusion to the Settlement, which
2 was submitted by Thomas OConnor. All Class Members (except for this one individual) are
3 Participating Class Members, who are entitled to an Individual Class Payment pursuant to the
4 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual
5 PAGA Payment, constituting a pro rata share of PAGA Penalties.

6 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
8 Parties are directed to perform in accordance with the terms set forth in the Settlement
9 Agreement.

10 12. The Parties are to bear their own costs, except as otherwise provided in the
11 Settlement Agreement.

12 13. By this Judgment, the Class Representative shall release, relinquish, and
13 discharge, and each of the Class Members shall be deemed to have, and by operation of the
14 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
15 Released Class Claims, as defined in the Settlement Agreement.

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

1 or similar defense or counterclaim.

2 15. The Settlement Amount to be paid pursuant to the terms of the Settlement
3 Agreement is \$1,500,000.00. From this amount, Class Counsel sought a Class Counsel Fee
4 Payment of \$500,000.00, Class Counsel Litigation Expenses of \$20,177.88, a Service Payment
5 for Class Representative Maria Soledad Rangel Mercado of \$10,000, an Administrator Expenses
6 Payment of \$25,500.00 to CPT Group, and \$75,000 to the LWDA for PAGA penalties and
7 \$25,000 to the Aggrieved Employees for PAGA Penalties. Defendants do not oppose these
8 requests. In addition, and concurrently with paying the Settlement Amount, all employer payroll
9 taxes owed on the Wage Portions of the Individual Class Payments will be paid pursuant to the
10 terms of the Settlement Agreement, which shall be reported through the Settlement
11 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
12 awards the payments set forth below from the Settlement Amount:

13 A) \$500,000.00 to Class Counsel for Class Counsel Fee Payment in light of
14 the benefit obtained on behalf of the Class, which shall be divided equally between
15 Lauby Mankin Lauby LLP and Bokhour Law Group;

16 B) \$20,177.88 to Class Counsel for the Class Counsel Litigation Expenses,
17 which shall be allocated as \$13,190.73 to Lauby Mankin Lauby LLP and \$6,987.15 to Bokhour
18 Law Group;

19 C) \$10,000 to Class Representative Maria Soledad Rangel Mercado as a
20 Service Payment;

21 D) \$25,500.00 to the Settlement Administrator, CPT Group;

22 E) \$75,000 to the LWDA;

23 F) \$25,000 to the Aggrieved Employees on a pro rata basis;

24 G) After deducting the foregoing payments from the Settlement Amount, the
25 remainder shall form the Net Settlement Amount payable to the
26 Participating Class Members as set forth in the Settlement Agreement and
27 as calculated by the Settlement Administrator.
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1 16. The Settlement Administrator is directed to calculate the Participating Class
2 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
3 Payments and issue all payments within in accordance with the Settlement Agreement and this
4 Order/Judgment.

5 17. Concurrently with mailing the settlement checks to the Participating Class
6 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
7 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
8 check for the Participating Class Members, noting the following: "Please be advised that on
9 [insert date], the Superior Court of California for the County of Solano entered Judgment in the
10 case entitled *Rangel v. North Bay Distribution, Inc., et al.* Case No. FCS057328, on behalf of
11 "All current and former nonexempt employees who worked at a North Bay Facility in California
12 at any time during the Class Period of October 21, 2017, through July 25, 2023, including Direct
13 Hires of North Bay and Temporary Employees assigned by Chartwell."

14 18. Participating Class Members and Aggrieved Employees shall have 180 days to
15 negotiate the settlement check from the date of issuance by the Settlement Administrator. In the
16 event that a Class Member does not negotiate his/her check within this time period, the check
17 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
18 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
19 Office for the State of California in the name of the Participating Class Member and Aggrieved
20 Employee.

21 19. The following dates shall govern for purposes of this implementing this
22 Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

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Date Final Order is Entered	The Effective Date occurs.
Within 15 days of the Effective Date	Defendant North Bay shall fund one-half (50 percent) of the Settlement Amount (\$750,000), plus the required employer-side taxes on that sum.
By the later of January 10, 2025, or 15 days after the Effective Date	Defendant North Bay shall fund the second half (50 percent) of the Settlement Amount, plus the required employer-side taxes on that sum, which represents the remaining balance of the Settlement Amount.
Within 10 days after receipt of the full Settlement Amount	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payment is issued	Deadline for Class Members to cash checks.
September 1, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: _____ Time: _____ a.m./p.m.	Hearing re: status of disbursements.

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1 20. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendants for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

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8 Dated: _____

HON. TIM P. KAM
JUDGE OF THE SUPERIOR COURT