

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

DEC 06 2023

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

PETER RODARTE, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

WRIGHT BUSINESS GRAPHICS CA, a
California Limited Liability Company;
WRIGHT BUSINESS GRAPHICS LLC, an
Oregon Limited Liability Company; ENNIS,
INC., a Texas Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CIVSB2206705

[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]

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

Complaint Filed: March 25, 2022

Plaintiff Peter Rodarte's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class and PAGA Action Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendants Wright Business Graphics CA, Wright Business Graphics LLC, and Ennis, Inc. (collectively, "Defendants").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry

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

1 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
2 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
3 Due and adequate notice having been given to the Class, and the Court having considered the
4 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 Action, and good cause appearing,

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

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

10 2. The Court has jurisdiction over the subject matter over this Action, Class
11 Representative Peter Rodarte, the Class Members and Defendants.

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

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

19 5. The Released Class Claims on behalf of the Participating Class Members included
20 the following (Settlement Agreement at ¶ I-EE):

21 all claims, debts, liabilities, demands, actions, or causes of action under
22 state, federal or local law, whether statutory, common law or
23 administrative, arising from or out of or reasonably related to the facts
24 and/or claims alleged in the Action, and all claims that were asserted or
25 that could have been asserted in the Action, including but not limited to
26 state and/or federal wage and hour claims, failure to pay all wages due,
27 including minimum wages, straight time compensation, overtime
28 compensation, double-time compensation, reporting time compensation,
and interest; the calculation of the regular rate of pay; failure to provide
meal periods and/or rest periods; failure to pay proper meal and/or rest
period penalties or premium wages; payment for all hours worked,
including off-the-clock work; failure to provide accurate itemized wage
statements; failure to reimburse business expenses; failure to timely pay

all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released Class Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code Section 17200, *et seq.*; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11010, 11040, and 11070; California Code of Civil Procedure, including but not limited to Section 1021.5; and the FLSA, 29 U.S.C. Section 201, *et seq.* This release excludes the release of claims not permitted by law.

6. The Released PAGA Claims on behalf of the PAGA Members included the following (Settlement Agreement at ¶ I-FF):

any and all causes of action for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) that were alleged or which could have been alleged in the Action based on the facts and allegations pleaded in the operative complaint in the Action and/or the LWDA notice letter, including all claims for civil penalties based upon or arising out of any Defendant's alleged failure to pay earned wages, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to pay meal period premium wages, failure to pay rest period premium wages, failure to provide accurate wage statements, failure to timely pay final wages during employment and at separation, failure to maintain accurate payroll records, and claims for civil penalties arising under or based upon alleged violations of California Labor Code Sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*, Cal. Admin. Code, Title 8, § 11090, and/or those arising under applicable Industrial Welfare Commission Wage Orders.

7. There were no Objections to the Settlement, and no Requests for Exclusion. Thus, all Class Members are Participating Class Members, who are entitled to an Individual

1 Class Payment pursuant to the Settlement and this Judgment. Likewise, all PAGA Members are
2 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

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

7 9. The Parties are to bear their own costs, except as otherwise provided in the
8 Settlement Agreement.

9 10. For purposes of effectuating this Order and Judgment, this Court has certified the
10 following class: "All current or former non-exempt employees who worked for Defendants
11 within California at any time during the Class Period of March 25, 2018 through June 15, 2023."
12 The Court deems this definition sufficient for purposes of California Rules of Court, rule
13 3.765(a).

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

24 12. By this Judgment, the Class Representative shall release, relinquish, and
25 discharge, and each of the Participating Class Members shall be deemed to have, and by
26 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
27 discharged all Released Class Claims, as defined in the Settlement Agreement.
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1 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
2 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
3 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
4 Participating Class Members as an admission of, or evidence of, the validity of any of the
5 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
6 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
7 Representatives or Participating Class Members as an admission of, or evidence of, any fault or
8 omission of Defendants or any of the other Released Parties in any civil, criminal, or
9 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
10 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
11 this Action in any other action that may be brought against it or them in order to support a
12 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
13 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
14 or similar defense or counterclaim.

15 14. The Gross Settlement Amount to be paid under the Settlement Agreement is
16 \$310,000, less the Prior Settlement Payment Credit of \$41,270, which has already been satisfied
17 by Defendants. From this amount, Class Counsel sought attorney's fees of \$103,333.33 and
18 litigation expenses of \$18,219.47, a Service Award to Class Representative Peter Rodarte of
19 \$7,500, an Administrator Expenses of \$6,750 to ILYM Group (the "Settlement Administrator"),
20 and \$18,750 to the LWDA for PAGA penalties and \$6,250 to the PAGA Members for PAGA
21 Penalties. Defendants do not oppose these requests. In addition, and concurrently with paying
22 the Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the
23 wage portion of the Individual Class Payments, which shall be reported through the Settlement
24 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
25 awards the payments set forth below from the Settlement Amount:

- 26 A) \$103,333.33 to Class Counsel for attorney's fees;
27 B) \$18,219.47 to Class Counsel for litigation expenses;
28 C) \$7,500 to Class Representative Peter Rodarte as a Service Award;

1 D) \$6,750 to the Settlement Administrator, ILYM Group;

2 E) \$18,750 to the LWDA;

3 F) \$6,250 to the PAGA Members on a pro rata basis;

4 After deducting the foregoing payments from the Gross Settlement Amount, the
5 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
6 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

7 15. The Settlement Administrator is directed to calculate the Participating Class
8 Member's Individual Class Payments and the PAGA Members' Individual PAGA Payments and
9 issue all payments within in accordance with the Settlement Agreement and this
10 Order/Judgment.

11 16. Concurrently with mailing the settlement checks to the Participating Class
12 Members and PAGA Members, the Settlement Administrator shall include a Notice of Entry of
13 Judgment to all Class Members either on a postcard or as a detachable portion of the check for
14 the Participating Class Members, noting the following: "Please be advised that on [*insert date*],
15 2023, the Superior Court of California for the County of San Bernardino entered Judgment in the
16 case entitled *Rodarte v. Wright Business Graphics CA, et al.*, pending in Superior Court of the
17 State of California, County of San Bernardino, Case No. CIVSB2206705, on behalf of all current
18 or former non-exempt employees who worked for Defendants within California at any time
19 during the Class Period of March 25, 2018 through June 15, 2023."

20 17. The Class Members shall have 180 days to negotiate the settlement check from
21 the date of issuance by the Settlement Administrator. In the event that a Participating Class
22 Member or PAGA Member does not negotiate a check within this time period, the check will be
23 canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result
24 of a failure to timely cash a settlement check shall be issued to the State Controller's Office for
25 the State of California in the name of the person.

1 18. The following dates shall govern for purposes of this implementing this
2 Order/Judgment:

3 December 6, 2023	The Final Order and Judgment is entered, 4 and the Effective Date occurs.
5 January 5, 2024	Defendants shall jointly and severally issue 6 the \$310,000 Settlement Amount to the 7 Settlement Administrator, less the \$41,270 8 Prior Settlement Payment Credit, plus 9 Defendants share of employer-side taxes, as 10 calculated by the Settlement Administrator.
11 Within 10 days after receipt of Payment 12 (approximately January 15, 2024)	Settlement Administrator to issue all 13 Individual Class Payments to the 14 Participating Class Members, Individual 15 PAGA Payments to the PAGA Members, 16 payment to Class Counsel for attorney's fees 17 and costs, the Service Payment to the Class 18 Representative, the payment to the LWDA 19 for PAGA Penalties, and pay itself the 20 Administrator expenses.
21 180 days after payment is issued 22 (approximately July 13, 2024)	Deadline for Participating Class Members 23 and PAGA Members to cash checks.
24 August 12, 2024	Counsel to file a declaration from the 25 Settlement Administrator setting forth the 26 disbursements that were actually made, 27 including any uncashed checks and status of 28 process of forwarding unclaimed funds to the State Controller.
29 Date: _____, 2024	OSC hearing re: status of disbursements.
30 Time: 8:30 a.m.	

31 19. This document shall constitute a Judgment for purposes of California Rule of
32 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
33 Class Representatives, the Class Members, and Defendants for the purposes of supervising the
34 implementation, enforcement, construction, administration, and interpretation of the Settlement

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Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 12/6/23



Hon. Jessica Morgan