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February 5, 2016

PAGA Administrator
California Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Re: *Alvidrez v. Unifirst Corporation*
San Bernardino Superior Court-CIVRS1308105

Dear PAGA Administrator:

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE § 2699.3**

To: California Labor and Workforce Development Agency (LWDA)

From: Billy Alvidrez and Danny Ibarra on behalf of themselves and other aggrieved employees
against their employer Unifirst Corporation.

Please allow this letter to serve as a follow-up to my correspondence dated December 3, 2013. I am writing to advise you that the Honorable Gilbert Ochoa of the San Bernardino Superior Court granted final approval of the class action and PAGA settlement in the above-referenced action on February 4, 2016. I have enclosed a true and correct copy of the Order and Judgment re: Final Approval of Class Action Settlement, Attorney's Fees and Costs, and Class Representative Enhancements.

Per the Order approving the stipulation and settlement of class action claims and the PAGA representative action, the PAGA settlement payment in this matter is \$3,750.00 being paid to State of California Labor Workforce & Development Agency ("LWDA"). The Settlement Administrator will issue payment on or about the middle of March 2016.

Please contact our office if you have any comments or questions.

Very truly yours,

LAW OFFICE OF JOSEPH ANTONELLI


Janelle Carney

JC:lk
Enclosures as stated

COPY

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

FEB 04 2016

BY Kimberly Reynolds
KIMBERLY REYNOLDS, DEPUTY

Attorneys for Plaintiffs Bill Alvidrez and Danny Ibarra,
on behalf of themselves and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

BILL ALVIDREZ and DANNY IBARRA, on)
behalf of themselves and all others similarly)
situated,)

Plaintiffs,

vs.

UNIFIRST CORPORATION, a Massachusetts)
Corporation; and DOES 1 to 100, Inclusive,)

Defendants.)

Case No.: CIVRS1308105
Hon. Gilbert Ochoa
Dept. S33

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENTS

Date: February 4, 2016
Time: 8:30 a.m.
Dept.: S33

Action Filed: November 25, 2013

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENTS**

1 This matter came on for hearing on February 4, 2016 at 8:30 a.m., in Department S33 of
2 the above-captioned Court (the "Fairness Hearing") on Plaintiffs' Motion for Final Approval of
3 Class Action Settlement, Plaintiffs' Motion for Attorneys' Fees and Costs and Class
4 Representative Enhancements, the Joint Stipulation of Settlement and Release Between Plaintiffs
5 and Defendant (the "Settlement Agreement") and this Court's Order Granting Preliminary
6 Approval of Class Action Settlement filed October 23, 2015 (the "Preliminary Approval Order").

7 In accordance with the Preliminary Approval Order, class members were given notice of
8 the terms of the settlement. Class members were given the opportunity to request exclusion,
9 comment upon or object to the settlement or any of its terms. Having received and considered the
10 proposed settlement, the supporting papers filed by the Parties, and the evidence and argument
11 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action
12 Settlement heard on October 23, 2015, the Court grants final approval of the settlement and

13 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

14 1. Pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of
15 Class Action Settlement filed October 23, 2015, a Notice describing the settlement was mailed to
16 each of the 278 class members via first-class U.S. Mail. The Notice describes the pertinent terms
17 of the settlement including the total number of "work weeks" worked by each individual class
18 member, as defined in the Notice. The Notice also informed the class members of their rights (1)
19 to request exclusion from the settlement; (2) to dispute the information upon which their
20 proportionate shares of the settlement would be based; (3) to object to the settlement or to any of
21 its terms, and (4) the timing and manner to do each of the preceding acts. (*Id.*) The Notice also
22 informed the class members of the date of the Fairness Hearing and their right to appear at the
23 hearing and provided the toll-free number for Rust Consulting, Inc. (the "Settlement
24 Administrator") and for Class Counsel in the event they had any questions.

25 As a part of this notice process, no class members requested exclusion and no objections
26 or notices of intention to appear at the final approval hearing were filed and/or served on counsel
27 for the Parties.

1 2. The Court finds and determines that this notice procedure afforded adequate
2 protections to class members and provides the basis for the Court to make an informed decision
3 regarding approval of the settlement based on the response of the class. The Court finds and
4 determines that the Notice to the class as was provided in this case was the best notice
5 practicable, which satisfied the requirements of law and due process.

6 3. The Court further finds and determines that the terms of the settlement are fair,
7 reasonable and adequate to the class and that the settlement is ordered finally approved, and that
8 all terms and provisions of the settlement should be and hereby are ordered to be consummated.

9 4. The Court finds and determines that settlement payments to be paid to all
10 members of the class who did not request exclusion from the settlement, as provided for by the
11 settlement are fair and reasonable. The Court hereby grants final approval to and orders the
12 payment of those amounts to the participating class members in accordance with the terms of the
13 Settlement Agreement.

14 5. The Court finds and determines that the payment to be paid to the California
15 Labor and Workforce Development Agency to satisfy alleged Labor Code violations pursuant to
16 the California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the sum of
17 \$3,750.00 is fair and reasonable. The Court hereby grants final approval to and orders the
18 payment to the Labor and Workforce Development Agency in accordance with the terms of the
19 Settlement Agreement.

20 6. The Court determines that the service award payment to Plaintiffs Bill Alvidrez and
21 Danny Ibarra in the sum of \$25,000.00 each, is fair and reasonable. These service payments are
22 determined to be reasonable and fair under the circumstances of this case and for the work
23 performed by the class representatives. Furthermore, Messrs. Alvidrez and Ibarra, as the Class
24 Representatives, received compensation in exchange for a full release including waiver of all
25 Civil Code § 1542 claims that they are providing.

26 7. Plaintiffs' Motion for Attorneys' Fees, Costs, and Class Representative
27 Enhancements is hereby GRANTED. Plaintiffs' efforts have resulted in the creation of a
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\$ 1,100,000.00

1 common fund in the amount of ~~\$1,100,000.00~~, minus employer taxes, including the employer
2 FICA, FUTA and SDI contributions (the "Gross Settlement Fund"), and therefore awarding
3 attorneys' fees on a percentage basis is appropriate. Plaintiffs' counsel seeks 30% of the common
4 fund, which is considered the benchmark in the Ninth Circuit. This case presents no special
5 circumstances that would warrant a departure from the benchmark. Moreover, the result obtained
6 by Plaintiffs is favorable. The average settlement award is approximately not less than
7 \$2,378.54. In view of the monetary benefit conferred on the settlement class, the Court finds the
8 requested fee of 30%, or \$330,000.00, to be fair and reasonable.

9 The Court finds that Class Counsel, having conferred a benefit on absent class members
10 and having expended efforts to secure a benefit to the class, is entitled to a fee and accordingly,
11 the Court approves the application of Class Counsel for \$330,000.00 for their attorneys' fees,
12 and a total of not to exceed \$40,000.00 for their litigation expenses.

13 8. Cross-checking the \$330,000.00 amount against Class Counsel's lodestar
14 confirms the reasonableness of the fee award. Class Counsel's collective lodestar is not less than
15 \$293,820.00, at the time of filing the final approval papers seeking approval of class
16 representative enhancements, attorneys' fees and costs filed on January 6, 2016. The hourly rates
17 used to arrive at this figure are consistent with market rates and reasonable in light of the Class
18 Counsel's skill, experience, and expertise. The Court is further satisfied that the number of hours
19 expended on the litigation is reasonable. Dividing the requested fee by Class Counsel's current
20 lodestar yields a 1.12 multiplier. Such a multiplier falls within the range of multipliers approved
21 by courts within the Ninth Circuit.

22 9. Accordingly, Plaintiffs shall recover, from the common fund established by the
23 Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant, \$330,000.00 in
24 and for attorneys' fees and the amount of not to exceed \$40,000.00 in costs and expenses. Class
25 Counsel has established that costs at this point are less than the authorized and approved amount
26 of \$40,000.00 accordingly the actual sum of costs less than \$40,000.00 ("Costs Savings") shall
27 be added to the Net Settlement Fund and distributed to all class members to share in a
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1 proportionate basis. The Settlement Administrator shall add the Costs Savings amount to the Net
2 Settlement Fund pursuant to this Order. The attorneys' fees and costs amounts shall be paid by
3 the Settlement Administrator to Class Counsel, divided as they shall direct.

4 10. The Court further approves payment of the fees and costs of the appointed
5 Settlement Administrator Rust Consulting, Inc., in the amount of \$15,000.00 for services
6 rendered and to be rendered in connection with the completion of its duties pursuant to the terms
7 of the settlement (the "Settlement Administration Costs").

8 11. Defendant shall deliver the Gross Settlement Fund of \$1,100,000.00, within
9 fifteen (15) calendar days of the Effective Date (as defined in the Settlement Agreement), for
10 individual settlement payments to each of the class members ("Individual Settlement
11 Payments"), the Class Representative enhancement payments, attorneys' fees and litigation
12 costs, the Settlement Administration Costs, and the PAGA payment to the Labor and Workforce
13 Development Agency.

14 12. The Court further directs the Settlement Administrator, to within fifteen (15)
15 calendar days after Defendant delivers the Gross Settlement Fund, to disburse to those persons
16 and entities referenced below, in the manner set forth, the following sums:

17 a. Individual Settlement Payment checks in accordance with the Settlement
18 Agreement to those class members who did not request exclusion from the settlement, as
19 calculated and approved by the Settlement Administrator;

20 b. Class Representative enhancement payments to Bill Alvidrez and Danny Ibarra
21 for \$25,000.00 each, by check mailed to Class Counsel;

22 c. Attorneys' fees to Class Counsel, of \$330,000.00 by wire transfer, as directed by
23 Class Counsel;

24 d. Litigation costs to Class Counsel, of an amount not to exceed \$40,000.00 by wire
25 transfer, as directed by Class Counsel;

1 e. PAGA payment to the State of California Labor Workforce & Development
2 Agency ("LWDA"), of \$3,750.00 by check to Counsel for Defendant for transmittal to the
3 LWDA;

4 f. The Settlement Administration Costs, of \$15,000.00 by check to Rust Consulting,
5 Inc., for services rendered in connection with its duties and responsibilities to administer the
6 settlement, disburse payments, respond to continuing inquiries from the class and the Parties in
7 order to conclude its duties and responsibilities pursuant to the settlement.

8 13. The Court retains jurisdiction over the administration and effectuation of the
9 settlement including, but not limited to, the ultimate disbursal to the participating class members,
10 payment of attorneys' fees and costs, the Class Representatives enhancement payments, and the
11 Settlement Administration Costs and other issues related to this settlement.

12 14. Without affecting the finality of this order in any way, the Court retains
13 jurisdiction of all matters relating to the interpretation, administration, implementation,
14 effectuation and enforcement of this Order and the settlement.

15 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
16 under the settlement or under this Order, including the requirement that Defendant make
17 payments to participating class members in accordance with the settlement.

18 16. The Court hereby enters final judgment in this case accordance with the terms of
19 the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement,
20 and this Order Granting Final Approval of the class action settlement, attorneys' fees and costs,
21 and class representative enhancement payments.

22 17. The Parties are hereby ordered to comply with the terms of the settlement.
23
24

25 FEB 04 2016

GILBERT G. OCHOA

26 Dated: _____

27 Hon. Gilbert G. Ochoa
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On January 12, 2016, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE ENHANCEMENTS**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in sealed envelopes addressed as stated below:

Christina Queiros Bouchot, Esq.
GOODWIN PROCTER LLP
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Brian B. Kelly, Esq.
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San Francisco, CA 94111

XX BY E-MAIL: I electronically served the above mentioned documents to each of the recipients at their respective e-mail addresses.

XX BY MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal service on that same day with postage thereon fully prepaid at CHINO HILLS, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Kevin T. Barnes, Esq.
Gregg Lander, Esq.
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Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
5500 Bolsa Avenue, Suite 201
Huntington Beach, CA 92649

XX BY E-MAIL: I electronically served the above mentioned documents to each of the recipients at their respective e-mail addresses.

Executed on January 12, 2016, at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Lisa Kirschner

Lisa Kirschner



LAW OFFICE OF

JOSEPH ANTONELLI

14758 PIPELINE AVENUE, SUITE E, SECOND FLOOR
CHINO HILLS, CALIFORNIA 91709



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