

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
WILLIAM WILKINSON (SBN 346777)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 06 2024

E. Escobedo

SG

NOV 07 2024

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

SEAN RIPPA, individually, on behalf of other
members of the general public similarly
situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act of 2004 ("PAGA");

Plaintiff,

v.

CORNERSTONE DELIVERY SERVICE, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2202702

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: November 6, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: June 30, 2022
FAC Filed: January 9, 2023
SAC Filed: July 27, 2023
Trial Date: None Set

1 On November 6, 2024 at 8:30 a.m., Plaintiff Sean Rippa's ("Plaintiff") Motion for Final
2 Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative
3 Enhancement Payment came before the Court in Department 1 for a hearing pursuant to the
4 Order Granting Preliminary Approval of the Class Action Settlement ("Preliminary Approval
5 Order"). The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
6 and Class Representative Enhancement Payment is based on the Joint Stipulation and Settlement
7 Agreement ("Settlement Agreement," "Settlement," or "Agreement") attached as **Exhibit 1** to
8 the Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class Action
9 Settlement that was filed on May 3, 2024. Since full and adequate notice was given to the Class
10 as required in the Preliminary Approval Order, and the Court considered all the papers filed and
11 proceedings held herein, it is ORDERED, ADJUDGED AND DECREED THAT:

12 1. This Court has jurisdiction over the subject matter of this lawsuit and over all
13 Parties to this lawsuit, including all Class Members.

14 2. The Court preliminarily certified this case as a class action under Code of Civil
15 Procedure section 382 pursuant to the motion for preliminary approval of the class action
16 settlement. The Class is defined as all current and former hourly-paid or non-exempt employees
17 of Defendant Cornerstone Delivery Service ("Defendant") within the State of California at any
18 time during the period from June 30, 2018 to May 17, 2023 ("Class," "Class Members," and
19 "Class Period"). The "Class Members" shall not include any person who submitted a timely and
20 valid Request for Exclusion Form.

21 3. The certified Class continues to meet all the requirements of Code of Civil
22 Procedure section 382 and for the reasons set forth in the Court's Preliminary Approval Order.

23 4. Plaintiff is the Court-appointed class representative.

24 5. Justice Law Corporation is the Court-appointed Class Counsel.

25 6. The operative complaint alleges that Defendant: (a) failed to pay overtime
26 wages; (b) failed to pay meal period premiums; (c) failed to pay rest period premiums; (d) failed
27 to pay minimum wages; (e) failed to pay final wages in a timely manner; (f) failed to provide
28 compliant wage statements; (g) failed to reimburse business expenses; (h) violated Labor Code

1 section 2698 (Private Attorneys General Act of 2004 ("PAGA")); and (i) violated Business &
2 Professions Code section 17200.

3 7. The motion for final approval is granted. The Court approves the settlement as
4 fair, reasonable, and adequate. Pursuant to this, the Court makes the following awards and
5 approves the following payments:

- 6 a. \$68,333.33 to Class Counsel as the attorneys' fees;
- 7 b. \$15,865.76 to Class Counsel as the attorneys' costs;
- 8 c. \$5,000 to Plaintiff as the Class Representative Enhancement Payment;
- 9 d. \$12,995 to the Settlement Administrator as the Settlement Administration
10 Costs; and
- 11 e. \$10,000 as the PAGA Payment, seventy-five percent (75%) of which
12 (\$7,500) will be paid to the California Labor and Workforce Development
13 Agency ("LWDA") and twenty-five percent (25%) of which (\$2,500) will
14 be paid to the Eligible Aggrieved Employees.

15 8. Except for the payment due under the Agreement, the Parties are each to bear
16 their own costs and attorneys' fees.

17 9. The Court approves the Agreement. The Released Parties are discharged from all
18 Released Claims in accordance with the terms of the Agreement.

19 10. The Settlement Administrator is providing settlement administration services for
20 this settlement. The Settlement Administrator has received no disputes, no objections, and no
21 requests for exclusion. The Court also finds the notice provided to Class Members conforms to
22 due process requirements.

23 11. Defendant agreed to settle for the non-reversionary sum of \$205,000. Defendant
24 will have no obligation to pay any amount in connection with the Settlement apart from the
25 Maximum Settlement Amount and the employer's share of payroll taxes due on the portion of
26 Individual Settlement Payments allocated to wages. None of the Maximum Settlement Amount
27 will revert to Defendant. According to the Settlement Administrator's calculations, the gross
28 *average* Individual Settlement Payment will be approximately \$121, the gross *highest* Individual

1 Settlement Payment will be about \$931.34, and the gross *lowest* Individual Settlement Payment
2 will be around \$4.83.

3 12. Class Counsel's investigation included discovery, reviewing personnel records,
4 policy documents, and sampling of time and pay records, and forming a damage model based on
5 all of these. The Parties mediated this case with Lisa Klerman, a respected and experienced
6 mediator in wage-and-hour class actions. In connection with mediation and through discussions
7 with Defendant's counsel, Class Counsel also discussed all aspects of the case, including the
8 risks of litigation and the risks to both Parties of proceeding with a motion for class certification
9 as well as the law relating to meal and rest breaks.

10 13. Class Counsel have extensive experience with wage-and-hour class litigation.
11 Applying this experience, Class Counsel are of the opinion that the Settlement is in the best
12 interest of the Class and provides substantial benefit to Class Members.

13 14. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
14 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

15 15. Applying the lodestar cross-check, Class Counsel indicate that they invested
16 261.7 hours on this matter. The base lodestar fees calculation for Class Counsel is \$193,180,
17 resulting in a negative multiplier of 0.35. Class Counsel's hourly rates appear to be reasonable
18 for attorneys with their years of experience, and the hours spent are reasonable for this case. It
19 also appears that Class Counsel utilized their skill in litigating this case and have good
20 reputations in the legal community. Class Counsel spent an appreciable time on the case, which
21 could have been spent on other meritorious cases. Because the attorneys' fees is based on a
22 reasonable percentage of the settlement fund, is supported by the lodestar calculation, and did not
23 receive objections, the Court grants final approval of the attorneys' fees of \$68,333.33.

24 16. Class Counsel seek attorneys' costs of up to \$15,000. Class Counsel's actual
25 costs and expenses incurred total \$15,865.76, which slightly exceeds the maximum amount
26 permitted and appears reasonable and necessary to the successful litigation of this matter. The
27 maximum attorneys' costs sought was disclosed to Class Members, and no objection were
28 received. For these reasons, the Court grants final approval of the attorneys' costs of \$15,865.76.

1 17. Class Counsel seek Class Representative Enhancement Payment of \$5,000 to
2 Plaintiff. Plaintiff devoted several hours to this litigation, which played an integral role in
3 allowing this matter to eventually settle. Plaintiff assisted Class Counsel by participating in
4 multiple conferences with Class Counsel, gathering and reviewing documents produced with
5 Class Counsel, providing the names and contact information of putative class members, and
6 providing pertinent documents and information to Class Counsel. Plaintiff also helped Class
7 Counsel prepare for mediation and made themselves available telephone during mediation.
8 Furthermore, Plaintiff took the time to review and approve the Settlement Agreement (and
9 exhibits) before signing it. Plaintiff freely chose to champion the rights of the Class, accepted the
10 risks and sacrifices associated with being the class representatives, and does not have interests
11 averse to the Class. None of the Class Members objected to the Class Representative
12 Enhancement Payment. The Court grants final approval of the Class Representative
13 Enhancement Payment of \$5,000 to Plaintiff.

14 18. The Settlement Administrator requests Settlement Administration Costs of
15 \$12,995. Based upon the work performed and yet to be performed, including the fact the Class
16 was provided notice of the Settlement Administration Costs and none objected, the Court grants
17 final approval of the Settlement Administration Costs of \$12,995.

18 19. The Court grants final approval of the PAGA Payment of \$10,000, seventy-five
19 percent (75%) of which (\$7,500) will be paid to the LWDA and twenty-five percent (25%) of
20 which (\$2,500) will be paid to the Eligible Aggrieved Employees.

21 20. The Settlement Administrator is directed to mail the Individual Settlement
22 Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK
23 IS ENCLOSED" and take all actions in furtherance of the settlement administration.

24 21. Class Members will receive checks for their Individual Settlement Payments and
25 Individual PAGA Payments. Checks will remain negotiable for one hundred eighty (180)
26 calendar days. Any check not cashed within one hundred eighty (180) calendar days will be void.
27 The funds from the uncashed Individual Settlement Payments shall be distributed by the
28 Settlement Administrator to the State Controller's Unclaimed Property Fund while the funds

1 from the uncashed Individual PAGA Payments shall be distributed by the Settlement
2 Administrator to the LWDA.

3 22. The Settlement Administrator will mail reminder postcards to the Class Members
4 whose settlement checks have not been negotiated within sixty (60) days after their mailing.

5 23. If any of the Class Members are current employees of Defendant, the distribution
6 mailed to those employees is returned to the Settlement Administrator as being undeliverable,
7 and the Settlement Administrator is unable to locate a valid mailing address, the Settlement
8 Administrator shall arrange with Defendant to have those distributions delivered to the
9 employees at their place of employment.

10 24. Once the Court grants this Order of Final Approval and Judgment, the Settlement
11 Administrator will mail a notice of entry of judgment to Class Members alongside their
12 settlement checks via regular First-Class U.S. Mail. The notice of entry of judgment will state,
13 "The Superior Court of California, County of Riverside, granted final approval of the *Rippa v.*
14 *Cornerstone Deliveries LLC DBA Cornerstone Delivery Service* matter, Case Number
15 CVRI2202702, on November 6, 2024. The Settlement Administrator has enclosed your
16 settlement check alongside this notice of entry of judgment."

17 25. All Parties, including each and all Class Members, are bound by this Order of
18 Final Approval and Judgment and by the Settlement Agreement. All Class Members shall be
19 deemed to have entered the Settlement Agreement.

20 26. Without affecting the finality of this Order of Final Approval and Judgment, the
21 Court shall retain continuing jurisdiction over this lawsuit and the Parties, including all Class
22 Members and all matters pertaining to the implementation and enforcement of the terms of the
23 Settlement. Except as provided to the contrary herein, any disputes or controversies arising with
24 respect to interpretation, enforcement, or implementation of the Settlement shall be presented by
25 motion to the Court for resolution.

26 ///

27 ///

28 ///

27. A Final Report (Nonappearance) Hearing is scheduled on July ⁰⁶~~1~~, 2026 before this same court and department. At least five (5) court days before this hearing, Plaintiff shall file a report (declaration) concerning the amount of money distributed along with a proposed amended judgment.

28. This Order of Final Approval and Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Order of Final Approval and Judgment.

29. There is no reason for any delay in the entry of this Order of Final Approval and Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

DATED: 11/16/24


HONORABLE HAROLD W. HOPF
SUPERIOR COURT JUDGE

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is award@justicelawcorp.com

ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action by electronically submitting as follows:

[X] BY ELECTRONIC SUBMISSION

[X]	STATE
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99

Executed on November 15, 2024, at Pasadena, California.



PROOF OF SERVICE