

MATTHEW R. SCHOECH (SBN 234774)

SCHOECH LAW GROUP, PC

3511 Del Paso Rd., Ste. 160 PMB 227

Sacramento, CA 95835

Tel: (916) 569-1940 Fax: (916) 569-1939

Email: matt@norcallawfirm.com

GLEN A. VAN DYKE, (SBN 183796)

MEGAN DEHERRERA (SBN 306646)

VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC

940 Southwood Blvd., Ste. 102

Incline Village, NV 89451

Tel: (530) 214-3667

Email: glen@vdlitigation.com

megan@vdlitigation.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

GLORIA NAZARENO, et al.,

Plaintiffs,

vs.

ANAND, INC, dba JACK IN THE BOX et al.,

Defendants.

) Case No. 34-2020-00278363

)

) CLASS ACTION

)

) **[PROPOSED] ORDER ON**

) **PLAINTIFFS' MOTION FOR FINAL**

) **APPROVAL OF CLASS ACTION**

) **SETTLEMENT**

)

) Date: February 9, 2024

) Time: 9:00 a.m.

) Dept.: 22

) Judge: Hon. Lauri A. Damrell

)

) Complaint filed: May 8, 2020

) Trial Date: Not Set

)

)

)

)

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on Plaintiffs,
3 GLORIA NAZARENO and ELOISE IYAR, behalf and on the behalf of all others similarly
4 situated (collectively “Plaintiffs”), Motion for Final Approval of Class Action Settlement (“Motion
5 for Final Approval”). _____, appeared on behalf of Plaintiffs
6 and _____ appeared on behalf of Defendant, Anand, Inc. dba
7 Jack in the Box (“Defendant”).
8

9 On October 27, 2023, the Court entered an Order on Plaintiffs’ Motion for Preliminary
10 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily
11 approving the settlement of the above-entitled action (“Action”) in accordance with Settlement
12 Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
13 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action. Having
14 reviewed the Settlement Agreement and duly considered the parties’ papers and oral argument,
15 and good cause appearing,
16

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**
18

19 1. All terms used herein shall have the same meaning as defined in the Settlement
20 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of the
21 Class Members asserted in this proceeding and over all parties to the Action. The Court finds that
22 the applicable requirements of California Code of Civil Procedure section 382 and California Rule
23 of Court 3.769, et seq. have been satisfied with respect to the Class and the Settlement. The Court
24 hereby makes final its earlier provisional certification of the Class for settlement purposes, as set
25 forth in the Preliminary Approval Order. The Class is hereby defined to include:
26

27 a. All individuals in California who have, or continue to, perform work for
28

Defendant, Anand, Inc., from April 6, 2016, to October 27, 2023.

2. The Class Notice and Claim Form that were provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. Further, the Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

3. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; financial circumstances of Defendant; and the experience and views of Class Counsel.

4. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,

wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

5. The Court has considered that the Claim Form was delivered to Class Members utilizing the best available practices and that a full opportunity has been afforded to Class Members to participate in the settlement. The Court has further considered that there were no requests to opt-out of settlement submitted by Class Members to the Settlement Administrator. There were no objection forms submitted. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. Class Members have been given the opportunity to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely and valid opt out request to the Settlement Administrator are bound by this Final Approval Order and Judgment.

7. The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate, and reasonable, and hereby approved. It is hereby ordered that Defendant shall pay the Gross Settlement Amount of \$260,000, in accordance with the methodology and terms set forth in the Settlement Agreement and Order on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

8. It is hereby ordered that the ILYM Group, Inc. ("ILYM"), shall issue payment to itself in the amount of \$17,650 for the services performed and costs incurred for the notice and settlement administration process, in accordance with the Settlement Agreement.

9. The Court finds that the Class Representative Enhancement Payments sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered

1 that the Settlement Administrator issue payment to Plaintiffs, Gloria Nazareno and Eloise Iyar,
2 \$5,000 each for a total of \$10,000.

3 10. The Court finds that the request for an award of attorneys' fees in the amount of
4 \$86,666.67 falls within the range of reasonableness, and the results achieved justify the award
5 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
6 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
7 \$86,666.67, to Schoech Law Group, PC, and Van Dyke Litigation & Trial Attorneys, PC, for
8 attorneys' fees, according to the following methodology: Schoech Law Group, PC (50%) -
9 \$43,333.33 and Van Dyke Litigation & Trial Attorneys, PC - (50%) - \$43,333.34.
10

11 11. The Court finds that reimbursement of litigation costs and expenses in the amount
12 of \$19,611.96 incurred by Class Counsel is reasonable, and hereby approved. It is hereby ordered
13 that the Settlement Administrator issue payment in the amount of \$19,611.96 for reimbursement
14 of litigation costs and expenses to Schoech Law Group, PC.
15

16 12. It is hereby ordered that the Settlement Administrator shall distribute settlement
17 payments to all Participating Class Members, according to the methodology and terms set forth in
18 the Settlement Agreement and Order on Plaintiffs' Motion for Preliminary Approval of Class
19 Action Settlement which require a minimum payment of 40% of the Net Settlement Amount to be
20 paid to Class Members who submitted a valid Claim Form. The Court further orders that any funds
21 above the 40% threshold for which no claims are made, and no checks are issued, may revert to
22 Defendant.
23

24 13. It is further ordered, pursuant to the Settlement Agreement and Order on Plaintiffs'
25 Motion for Preliminary Approval of Class Action Settlement, that all settlement checks issued to
26 Settlement Class Members or Aggrieved Employees that are not deposited, endorsed, or negotiated
27
28

1 within one hundred eighty (180) days following the date of mailing by the Settlement
2 Administrator shall become void and the Claims Administrator shall issue a stop payment order.
3 The value of the uncashed individual settlement amounts shall be tendered to the State Controller's
4 Unclaimed Property Fund in the name of the Qualified Claimant and/or Aggrieved Employee.

5 14. It is further ordered that ten Percent (10%) of each Qualified Claimants' Claim
6 Amount shall be allocated for payment of disputed wages and shall be subject to required payroll
7 taxes. Qualified Claimants shall receive an IRS Form W-2 for reporting of this portion of their
8 Claim Amount and that ninety percent (90%) of each Qualified Claimants' Claim Amount shall
9 be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any
10 payroll taxes, but consists of other income, not wages, for which the Qualified Claimants shall
11 receive an IRS Form 1099-MISC.
12

13 15. The Court Approves the PAGA payment amount of \$10,000 to be paid as civil
14 penalties for the resolution of all claims under the Private Attorneys General Act, Labor Code
15 section 2698, et seq., to be allocated 75% to the Labor Workforce Development Agency and 25%
16 to the Aggrieved Employees as part of the net settlement amount.
17

18 16. The Court finds that the Action is fully and finally resolved by the Settlement
19 Agreement without a finding of liability by any part and that nothing herein is or should be
20 construed as an admission of liability by Defendant.
21

22 17. The Court hereby enters Judgment by which Class Members shall be conclusively
23 determined to have given a release of any Released Claims against the Released Parties, as set
24 forth in the Settlement Agreement, the Class Notice, and the Order on Plaintiffs' Motion for
25 Preliminary Approval of Class Action Settlement.
26

27 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
28

1 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
2 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
3 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
4 the distribution of settlement benefits.

5 19. Within seven (7) calendar days after the Final Approval Date and the Court's
6 determination of the amount of attorneys' fees and costs payable to Class Counsel, the
7 Enhancement Payment payable to Plaintiffs, the PAGA Payment, and Claims Administrator
8 Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and
9 report the results of these calculations Class Counsel and Defendant's Counsel.
10

11 20. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary
12 to fund the Settlement as described in Section 5.1 to the Claims Administrator within twenty-one
13 (21) days after the date this order is entered.
14

15 21. Within fourteen (14) days after Defendant's last day to fund the settlement, the
16 Claims Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the
17 Enhancement Payment payable to Plaintiffs, the 75% portion of the PAGA Payment payable to
18 the LWDA, Claims Administrator Costs, and payment to Qualified Claimants and/or Aggrieved
19 Employees.
20

21 **IT IS SO ORDERED.**

22
23 DATED: _____

24 Honorable Lauri A. Damrell
25 Superior Court Judge
26
27
28