

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 04 2025

E. Escobedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

VICENTE ALVAREZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SPENUZZA, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CVRI2304283
[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT

Complaint filed: August 9, 2023

Plaintiff Vicente Alvarez's ("Plaintiff" or "Class Representative") Motion for Final Approval of the Settlement (the "Final Approval Motion"), as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Spenuzza, Inc. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement

¹ See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on February 5, 2025.

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF FINAL JUDGMENT

1 is approved. Due and adequate notice having been given to the Class, and the Court having
2 considered the Settlement Agreement, all papers filed and proceedings had herein and all oral
3 and written comments received regarding the proposed settlement, and having reviewed the
4 record in this Litigation, and good cause appearing,

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

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

8 2. The Court has jurisdiction over the subject matter over this Action, the Class
9 Representative, the Class Members, the Aggrieved Employees, and Defendant. The Court
10 finally appoints Plaintiff as Class Representative, and further appoints Brian Mankin, Peter
11 Carlson and Mehrdad Bokhour as Class Counsel.

12 3. For purposes of effectuating this Order and Judgment, this Court has certified the
13 following class: "All current and former nonexempt (hourly paid) employees employed by
14 Defendant in California at any time during the Class Period of February 15, 2020, through
15 August 10, 2024." The Court deems this definition sufficient for purposes of California Rules of
16 Court, rule 3.765(a).

17 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "All
18 current and former nonexempt (hourly paid) employees employed by Defendant in California at
19 any time during the PAGA Period of August 9, 2022, through August 10, 2024."

20 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
21 Form and Exclusion Form (collectively attached as Exhibit "A" to the Declaration of Kevin Lee
22 filed on February 5, 2025), as provided for in the Order Granting Preliminary Approval for the
23 Settlement, constituted the best notice practicable under the circumstances to all Class Members
24 and fully met the requirements of California law and due process under the California and United
25 States Constitution. Based on evidence and other material submitted, the actual notice to the
26 class was adequate.

27 6. The Court finds that the instant Action presented a good faith dispute of the
28 claims alleged, and the Court finds in favor of settlement approval.

1 7. The Released Class Claims on behalf of the Participating Class Members
2 included:

3 a. the claims stated in the Complaint and those based solely upon the facts in the
4 Complaint, including: (1) failure to pay minimum wages; (2) failure to pay
5 overtime wages; (3) failure to provide meal periods; (4) failure to provide rest
6 breaks; (5) failure to timely pay final wages; (6) failure to provide accurate
7 itemized wage statements; (7) unfair and unlawful competition under Business
8 and Professions Code §§ 17200 et seq.; as well as claims arising under
9 California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223,
10 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 516, 558, 1174, 1194, 1194.2,
11 1197, 1197.1, 1198, and 1199; and claims alleged under the applicable
12 California Industrial Welfare Commission Wage Order.

13 8. The PAGA Released Claims on behalf of the Aggrieved Employees included:

14 a. all PAGA Claims that Plaintiff alleged against the Released Parties, based on
15 the facts stated in the relevant LWDA notice letters and only to the extent that
16 they are alleged in the Complaint, including all PAGA claims seeking civil
17 penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay
18 overtime wages; (3) failure to provide meal periods; (4) failure to provide rest
19 breaks; (5) failure to timely pay wages each period; (6) failure to timely pay
20 wages upon separation of employment; (7) failure to provide accurate
21 itemized wage statements; (8) all other claims for civil penalties recoverable
22 under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on
23 the facts or claims alleged in the LWDA notice letters and Complaint,
24 including claims that are premised upon California Labor Code §§ 200, 201,
25 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 256,
26 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and
27 claims covered by the Released Class Claims, against the Released Parties.
28

1 The time period governing the Released PAGA Claims shall be any time
2 during the PAGA Period.

3 9. By this Order and Judgment, the Class Representative shall release, relinquish,
4 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
5 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
6 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
7 discharged all Released Class Claims.

8 10. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and
9 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA
10 Released Claims, as defined in the Settlement Agreement and above.

11 11. There were no Objections and no Request for Exclusion from the Settlement.
12 Thus, all Class Members are Participating Class Members who are entitled to payment pursuant
13 to the Settlement and this Judgment. Furthermore, all Aggrieved Employees are entitled to
14 payment pursuant to this Settlement and Judgment.

15 12. The Court approves the Settlement, as set forth in the Settlement Agreement and
16 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
17 Parties are directed to perform in accordance with the terms set forth in the Settlement
18 Agreement and this Order and Judgment.

19 13. The Parties are to bear their own costs, except as otherwise provided in the
20 Settlement Agreement and this Order and Judgment.

21 14. With respect to the Class and for purposes of approving this Settlement, this Court
22 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
23 joinder of all members is impracticable; (b) there are questions of law or fact common to the
24 Class Members, and there is a well-defined community of interest among the Class Members
25 with respect to the subject matter of the Action; (c) the claims of Class Representative are typical
26 of the claims of the Class Members; (d) the Class Representative has fairly and adequately
27 protected the interests of the Class Members; (e) a class action is superior to other available
28 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the

1 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in his
2 individual and representative capacity and for the Class.

3 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
4 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
5 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
6 Final Approval Order, the Settlement, or the Judgment nor any document referred to herein, nor
7 any action taken to carry out the Settlement are, may be construed as, or may be used as an
8 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing
9 or liability whatsoever.

10 16. The Settlement Amount to be paid under the Settlement Agreement is
11 \$720,000.00. From this amount, Class Counsel sought an award of attorney's fees of
12 \$240,000.00 (one-third of the Settlement Amount), litigation expenses of \$21,230.46, a Service
13 Award for Class Representative Vicente Alvarez of \$10,000, Settlement Administrator Costs of
14 \$7,000 to Phoenix Settlement Administrators, and \$30,000 to the LWDA for PAGA penalties
15 and \$10,000 to the Aggrieved Employees. Defendant does not oppose these requests. The Court
16 finds that the Settlement Amount is fair, reasonable and adequate, and awards the amounts set
17 forth below from the Settlement Amount:

18 A) \$240,000.00 to Class Counsel for attorneys fees (one-third of the GSA);

19 B) \$21,230.46 to Class Counsel for costs/expenses;

20 C) \$10,000 to Class Representative Vicente Alvarez as a Service Award;

21 D) \$7,000 to the Settlement Administrator, Phoenix Settlement

22 Administrators;

23 E) \$30,000 to the LWDA;

24 F) \$10,000 to the Aggrieved Employees;

25 G) After deducting the foregoing payments from the Settlement Amount, the
26 remainder shall form the Net Settlement Amount payable to the Participating Class
27 Members as set forth in the Settlement Agreement and as calculated by the Settlement
28 Administrator.

17. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA Payments, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

March 3, 2025	The Effective Date occurs.
May 2, 2025 (60 days after the Effective Date)	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, and separately pay its share of payroll taxes.
May 12, 2025 (10 days after receipt of Payment)	Settlement Administrator to issue all payments.
November 8, 2025 (180 days after checks are mailed)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
December 8, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
Date: <u>December 15</u> , 2025 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

18. The envelope transmitting the settlement checks shall bear the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Alvarez v. Spenuzza, Inc.*, Case No. CVRI2304283, on behalf of the Participating Class Members, which includes all current and

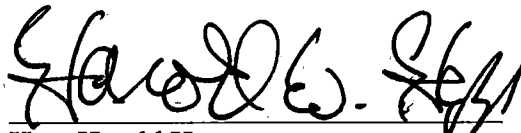
1 former nonexempt (hourly paid) employees employed by Defendant Spenuzza, Inc., in California
2 at any time during the Class Period of February 15, 2020, through August 10, 2024.”

3 19. Participating Class Members and Aggrieved Employees shall have 180 days to
4 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
5 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
6 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
7 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
8 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
9 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
10 Defendant to have the check(s) delivered to the Participating Class Member at their place of
11 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
12 not negotiate his/her check within this time period, the check will be canceled. The value of the
13 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
14 a settlement check shall be issued to the California State Controller’s Office in the name of the
15 Participating Class Member and/or Aggrieved Employee.

16 20. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
18 Class Representative, the Class Members, the Aggrieved Employees, and Defendant for the
19 purposes of supervising the implementation, enforcement, construction, administration, and
20 interpretation of the Settlement Agreement and this Judgment.

21 IT IS SO ORDERED,

22 Dated: 3/3/25


23 Hon. Harold Hopp