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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TANEA MALDONADO, on behalf of herself
and all others similarly situated,
Plaintiffs,

vs.

FIRST MAINSAIL, INC. dba PRIMAVERA
RISTORANTE, a California Corporation;
JEANNETTE STAVROS; and DOES 1
through 10, inclusive,

Defendants.

CASE NO. 37-2020-00023369-CU-OE-CTL

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Assigned for All Purposes to the Hon. Ronald
Frazier]

Date: July 1, 2022
Time: 8:30 a.m.
Dept: C-65
Judge: Ronald Frazier
Action Filed: July 7, 2020

1 On July 1, 2022, a hearing was held on Plaintiff's Motion for Final Approval of
2 Class Action Settlement. Thomas A. Rist of Rist Law Office, LC appeared for Plaintiffs
3 and Janelle Thornton of Schor Vogelzang & Chung appeared for Defendants.

4 The Court, having read and considered the motion, the memorandum of points and
5 authorities, supporting declarations, and all other filed documents and exhibits, and good
6 cause appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

8 1. All terms or phrases used in this Order shall have the same meaning as in the
9 Settlement Agreement.

10 2. This Court has jurisdiction over the claims of the members of the Class asserted
11 in this proceeding, personal jurisdiction over Plaintiffs and Defendant and the members of the
12 Class as defined in the Settlement Agreement, and subject matter jurisdiction to approve the
13 Settlement.

14 3. The Court hereby approves the settlement terms set forth in the Settlement
15 Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and
16 further finds that Plaintiffs have satisfied the standards and applicable requirements for final
17 approval of this class action settlement pursuant to California Rules of Court 3.769.

18 4. This Court previously certified the Class for settlement purposes when it granted
19 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and
20 Provisional Class Certification on February 3, 2022. The Court hereby grants final certification
21 approval, for settlement purposes, to the settlement class as set forth in the Settlement
22 Agreement.

23 5. Notice given to the Class Members was reasonably calculated under the
24 circumstances to apprise the Class of the pendency of this class action, of all material elements
25 of the proposed Settlement, and of their opportunity to exclude themselves from, object to, or
26 comment on the Settlement and to appear at the Final Approval Hearing. The notice was
27 reasonable and the best notice practicable under the circumstances. A reasonable opportunity
28 has been afforded to the members of the Class to participate in this hearing. Accordingly, this

1 Court hereby finds that the notice program described in the Settlement Agreement and
2 completed by the Settlement Administrator complied fully with the requirements of due
3 process.

4 6. All Participating Class Members are bound by this Final Approval Order and
5 Judgment and by the Settlement embodied therein, including the releases provided for in
6 the Settlement and this Final Approval Order and Judgment. As of the Effective Date of
7 Revised Settlement Agreement, by operation of the entry of this Final Approval Order and
8 Judgment, each Participating Class Member, including Plaintiffs, shall be deemed to have
9 fully released, waived, relinquished and discharged, to the fullest extent permitted by law,
10 all Released Claims that he or she may have against the Released Parties as set forth in the
11 Settlement Agreement.

12 7. Release of Claims of settlement class members shall include the following:
13 all claims stated in the First Amended Complaint and those based on the facts alleged in
14 the First Amended Complaint that accrued during the Class Period. Notwithstanding the
15 above, the release excludes any claims not specifically alleged in the First Amended
16 Complaint.

17 8. The Court hereby finds the Individual Settlement Payments provided for
18 under the Settlement to be fair and reasonable in light of all the circumstances. The Court,
19 therefore, orders the calculations and the payments to be made and administered in
20 accordance with the terms of the Settlement.

21 9. Defendant shall fund the settlement in this case within fifteen (15) days from
22 entry of this Order.

23 10. Settlement checks will remain valid and negotiable for one hundred-eighty
24 (180) days from the date of their issuance.

25 11. Any checks that are not cashed upon the expiration of the one hundred-
26 eighty (180) day time period will be void, and the uncashed funds shall be paid to the State
27 Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
28 are designated.

1 12. For the reasons set forth in Plaintiff's Motion for Final Approval of Class
2 Action Settlement, Counsel's requests for a Fee Award in the amount of \$23,331.00, and
3 reasonable actual expenses of \$1,917.07 as the Expense Award, are hereby granted because
4 Class Counsel's requests fall within the range of reasonableness, the result achieved
5 justified the award, and the expenses were reasonably incurred.

6 13. For the reasons set forth in Plaintiff's Motion for Final Approval of Class
7 Action Settlement, Named Plaintiff's request for Class Representative Service Payment in
8 the amount of Five Thousand Dollars (\$5,000.00) is hereby granted.

9 14. The request for settlement administration costs in the amount of Five
10 Thousand Dollars (\$5,000.00) is hereby granted and shall be paid to the Settlement
11 Administrator, ILYM Group, pursuant to the terms of the Revised Settlement Agreement.

12 15. The request for civil penalties under PAGA in the amount of Five Thousand
13 Dollars and no cents (\$5,000.00) is hereby granted. Seventy-five percent (75%), or Three
14 Thousand Seven Hundred Fifty Dollars (\$3,750.00), shall be paid to the California Labor &
15 Workforce Development Agency. The remaining twenty-five percent (25%), or One
16 Thousand Two Hundred Fifty Dollars (\$1,250.00), shall be allocated to the Net Settlement
17 Fund.

18 16. No other costs, fees or other relief shall be awarded, either against
19 Defendant, the Released Parties, or any related persons or entities, as defined in the
20 Revised Settlement Agreement, or from the award to the Settlement Class.

21 17. Pursuant to the terms of the Settlement Agreement, the instant action is
22 dismissed with prejudice, subject to Paragraph 18 below.

23 18. Without affecting the finality of this Final Approval Order and Judgment, the
24 Court reserves continuing and exclusive jurisdiction over the parties to the Settlement,
25 including Defendant and all Participating Class Members, including Plaintiffs, to
26 administer, supervise, construe and enforce the Settlement in accordance with its terms for
27 the mutual benefit of the parties.

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