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**ENDORSED
FILED
ALAMEDA COUNTY**

JUN 03 2020

CLERK OF THE SUPERIOR COURT
By JHALISA CASTANEDA
Deputy

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

KAMADA MCDANIEL; individually and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

ROYAL CUP, INC., a Delaware Corporation; and
DOES 1 through 100, inclusive.,

Defendants.

Case No.: RG19001661

Honorable Brad Seligman
Department 23

CLASS ACTION

**[PROPOSED] FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT AND JUDGMENT**

[Reservation ID: R-2157165]

Hearing Date: June 2, 2020
Hearing Time: 3:00 p.m.
Hearing Place: Department 23

Complaint Filed: January 8, 2019
Jury Trial: None Set

1 The above-referenced class action (“Action”) having come before the Court on June 2,
2 2020, for a hearing and Final Order Approving Class Settlement and Judgment (“Final Order”),
3 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed
4 and entered January 29, 2020, and as set forth in the Joint Stipulation of Class and PAGA
5 Settlement and Release and the Exhibits attached thereto (hereafter collectively, the “Settlement
6 Agreement”) in the Action, and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore,

10 **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the
12 definitions in the Settlement Agreement, and all defined terms herein shall have the same
13 meaning as set forth in the Settlement Agreement.

14 2. Consistent with the definitions in the Settlement Agreement, the Settlement Class
15 is defined as all current and former California-based salaried or exempt Territory Managers
16 and/or similarly situated positions that worked for Defendant in the State of California during the
17 period from January 7, 2015 to January 28, 2020. The Settlement Class, however, shall not
18 include any person who opts out by submitting a timely and valid Request for Exclusion as
19 provided in this Settlement. For purposes of the Settlement and this Final Order, “Released
20 Parties” shall mean: Defendant (along with any of its past, present, and future parents, affiliates,
21 subsidiaries, franchisees, divisions, joint ventures, predecessors, successors, and assigns, and each
22 of its respective and former officers, directors, board members, trustees, shareholders, members,
23 employees, agents, attorneys, auditors, accountants, advisors, benefits administrators or third-
24 party administrators, consultants, pension and welfare benefit plans, plan fiduciaries,
25 administrators, trustees, experts, contractors, stockholders, representatives, partners, agents,
26 insurers, reinsurers, and other persons acting on its behalf).

27 3. This Court has jurisdiction over the subject matter of this Action and over all
28 Parties to this Action, including all Class Members.

1 4. Distribution of the Class Notice directed to the Class Members as set forth in the
2 Settlement Agreement and the other matters set forth therein has been completed in conformity
3 with the Preliminary Approval Order, including individual notice to all Class Members who
4 could be identified through reasonable effort, and the best notice practicable under the
5 circumstances. The Class Notice provided due and adequate notice of the proceedings and of
6 the matters set forth therein, including the proposed Settlement set forth in the Settlement
7 Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the
8 requirements of due process. All Class Members and all Released Claims are covered by and
9 included within the Settlement and this Final Order.

10 5. The Court finds that the Settlement is fair, adequate, and reasonable and that
11 Plaintiffs have satisfied the standards and applicable requirements for final approval of this
12 class action settlement under California law, including the provisions of California Code of
13 Civil Procedure section 382.

14 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
15 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
16 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
17 has been reached as a result of intensive, serious and non-collusive arms-length negotiations.
18 The Court further finds that the Parties have conducted investigation and research, and counsel
19 for the Parties are able to reasonably evaluate their respective positions. The Court also finds
20 that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and
21 risks that would be presented by the further prosecution of the Action. The Court has reviewed
22 the benefits that are being granted as part of the Settlement and recognizes the significant value
23 to the Class Members. The Court also finds that the Class is properly certified as a class for
24 settlement purposes only.

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26 7. Upon the Effective Date and conditioned upon full satisfaction of the payment
27 obligations in this Settlement, all Participating Class Members will be deemed to have released
28 waived and forever discharged the Released Claims, and will be barred and enjoined from

1 bringing or prosecuting any of the Released Claims against the Released Parties.

2 8. The Court hereby approves the limited scope of the release as set forth in the
3 Settlement. Specifically, following entry of this Final Order and Judgment, on behalf of
4 themselves and as Private Attorney Generals or “aggrieved employees” acting on behalf of
5 themselves, the State of California and all aggrieved employees in the Action, the Settlement
6 Class hereby release the Released Parties, from any and all claims, debts, liabilities, demands,
7 obligations, guarantees, costs, expenses, attorneys’ fees, penalties (including penalties under
8 California’s Private Attorney General Act, Labor Code Section 2698 et seq. (the “PAGA”), and
9 damages arising from the claims pled in the Action, specifically claims arising from allegations
10 of misclassification of employees as exempt employees, including expressly the following
11 claims pled in the Action for: (i) unpaid overtime or failure to pay minimum wage under Labor
12 Code section 510, 1194, and 1198; (ii) failure to provide meal periods under Labor Code
13 sections 226.7 and 512; (iii) failure to provide rest periods under Labor Code sections 226.7;
14 (iv) claims for the above alleged violations under California Business & Professions Code
15 section 17200 et seq.; (v) violations under Labor Code section 2699 et seq. as well as any and
16 all wage and hour claims that were asserted or could have been asserted based on the factual or
17 legal allegations contained in the Action, arising at any time during the Class Period including,
18 but not limited to, any additional claims under the Labor Code sections 201, 202, 203, 204,
19 226(a), 226.3, 558, 1174(d) and 2802.

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26 9. Pursuant to the Settlement, and in consideration for the Enhancement Payment,
27 Plaintiff Kamada McDaniel will generally release and forever discharge the Released Parties,
28 to the fullest extent permitted by law, of and from any and all claims, known and unknown,

1 asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the
2 date of the execution of the Settlement. For the purpose of implementing a full and complete
3 release and discharge of the Released Parties, Plaintiff expressly waives all rights provided by
4 California Civil Code § 1542, or any other similar provisions of applicable law, which are as
5 follows:

6 **A general release does not extend to claims that the creditor or**
7 **releasing party does not know or suspect to exist in his or her**
8 **favor at the time of executing the release and that, if known by**
9 **him or her, would have materially affected his or her settlement**
10 **with the debtor or released party.**

11 10. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
12 forever bars Plaintiff and the Participating Class members in the Action from instituting or
13 prosecuting any action against the Released Parties which was resolved as part of the
14 Settlement. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is
15 an admission by Defendant, or any of the other Released Parties, nor is this Final Order a
16 finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any
17 of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any
18 document referred to herein, nor any action taken to carry out the Settlement Agreement is, may
19 be construed as, or may be used as, an admission by or against Defendant, or any of the other
20 Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
21 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
22 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
23 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
24 shall not be offered in evidence in any action or proceeding in any court, administrative agency
25 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
26 Order, the Settlement Agreement, the Released Claims, or any related agreement or release.

27 11. The Court hereby enters judgment in the entire Action as of the filing date of this
28 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the

1 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
2 interpretation, implementation and enforcement of the Settlement and all orders entered in
3 connection therewith pursuant to California Code of Civil Procedure section 664.6.

4 12. The Declaration of Class Counsel provide sufficient information about counsel's
5 experience in litigating class action lawsuits and find that Class Counsel are adequate. The
6 Court hereby confirms Douglas Han, Esq., Shunt Tatavos-Gharajeh, Esq., and Daniel J. Park,
7 Esq. of Justice Law Corporation as Class Counsel in the Action.

8 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
9 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
10 the amount of One Hundred and Ninety-Two Thousand and Five Hundred Dollars (\$192,500),
11 and attorneys' costs in the amount of Nine Thousand Six Hundred and One Dollars and Three
12 Cents (\$9,601.03), from the Gross Settlement Amount as final payment for and complete
13 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel
14 and any other person or entity related to the Action. The Court further orders that the award of
15 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms
16 of the Settlement Agreement and transferred and/or made payable to Class Counsel in the
17 Action.

18 14. Consistent with the Court's custom and practice, Settlement Administrator shall
19 withhold 10% of the attorneys' fees granted in the amount of \$19,250 in an interest bearing
20 account, pending the submission and approval of a final compliance status report and proposed
21 amended judgment after completion of the distribution process. Pursuant to Code Civ. Proc.
22 §384, no later than March 10, 2021, the parties shall submit a report to the court specifying the
23 total amount paid to class members, and the residual of unclaimed funds that will be paid to the
24 entity(ies) identified as recipients of such funds in the proposed settlement, along with a
25 proposed amended judgment. No later than 5 days after receipt of notice of the entry of the
26 amended judgment, the parties shall submit the amended judgment to the Judicial Council,
27 pursuant to Code Civ. Proc. § 384.5, and shall file a proof of service with this court confirming
28 this.

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15. A compliance hearing will be set for March 17, 2021 at 9 a.m. in Department 23.

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16. The Court also hereby approves and orders Enhancement Payment to Plaintiff and Class Representative Kamada McDaniel in the amount of Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount.

17. The Court also hereby approves and orders payment in the amount of Fifteen Thousand Dollars (\$15,000.00) from the Gross Settlement Amount for PAGA penalties, payable to the California Labor Workforce Development Agency.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, CPT Group, Inc. in the amount of Five Thousand Five Hundred Dollars (\$5,250).

19. The Court also hereby approves and orders that any residue from uncashed Individual Settlement Payment checks that remain uncashed after 180 days of issuance will be sent to Legal Aid At Work pursuant to the proposed amended judgment to be filed..

20. The Court also hereby finds and orders that the Settlement Agreement is and constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant and the Released Parties.

21. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders the funding of the Gross Settlement Amount along with the employers' share of payroll taxes (paid by employer separately from the Gross Settlement Amount) within fifteen (15) calendar days of the Effective Date.

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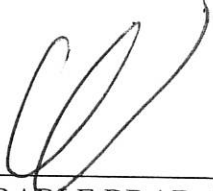
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THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: C/3/2



HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG19001661
Case Name: McDaniel v. Royal Cup, Inc.

RE: FINAL ORDER APPROVING CLASS ACTION SETTLEMENT AND JUDGMENT

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 06/03/2020

Jhalisa Castaneda
Courtroom Clerk, Dept. 23

Douglas Han Shunt Tatavos-Gharajeh Daniel J. Park Arsine Grigoryan Justice Law Corporation 751 N. Fair Oaks Avenue, Suite 101 Pasadena, CA 91103 ghan@justicelawcorp.com statavos@justicelawcorp.com dpark@justicelawcorp.com	<i>Attorneys for Plaintiff Kamada McDaniel</i>
Linda B. Oliver Maynard, Cooper & Gale, LLP 600 Montgomery Street, Suite 2600 San Francisco, CA 94111 loliver@maynardcooper.com	<i>Attorneys for Defendant Royal Cup, Inc.</i>
Warren B. Lightfoot, Jr. Maynard, Cooper & Gale, P.C. 1901 6 th Avenue North 2400 Regions Harbert Plaza Birmingham, Alabama 35203 wlightfoot@maynardcooper.com	<i>Attorneys for Defendant Royal Cup, Inc.</i>