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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 25 2024

E. Escobedo

14 Attorneys for Plaintiff MARIA GARCIA
15 on behalf of herself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF RIVERSIDE**

18 MARIA GARCIA, on behalf of
19 herself and others similarly situated,

20 Plaintiff,

21 v.

22 STEARNS PRODUCT DEVELOPMENT
23 CORPORATION; and DOES 1 to
24 100, inclusive,

25 Defendants.

Case No.: CVRI2204904

CLASS ACTION

*[Assigned for all Purposes to the Hon. Harold
W. Hopp, Dept. 1]*

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

Hearing Information:

Date: September 25, 2024

Time: 8:30 a.m.

Dept.: 1

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff MARIA GARCIA (“Plaintiff”) against Defendant STEARNS PRODUCT
3 DEVELOPMENT CORPORATION (“Defendant”) In the lawsuit, Plaintiff alleges that all non-
4 exempt hourly employees who work or worked for Defendant in California from November 8, 2018,
5 through December 19, 2023, Defendant failed to pay minimum wage and overtime for all hours
6 worked; failed to provide legally compliant meal and rest periods; failed to timely pay wages; failed
7 to provide legally compliant wage statements; failed to timely pay unpaid wages following separation
8 of employment; and that these actions violated the Labor Code and Business and Professions Code
9 and gave rise to additional civil penalties pursuant to the PAGA.

10 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiff, to members of
11 the putative class, and to allegedly aggrieved employees, and denies that Plaintiff’s claims are
12 appropriate for class or representative treatment.

13 On May 31, 2024, this Court entered an order granting preliminary approval of the class action
14 settlement, resulting in preliminary certification of the following class for settlement purposes only:
15 all non-exempt hourly employees who work or worked for Defendant in California from November
16 8, 2018, through December 19, 2023.

17 The Court further directed the Plaintiff to provide notice to the class, which informed absent
18 class members about information about the settlement, including: (a) the proposed settlement, and the
19 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
20 any Class Member to object to the proposed settlement, and an explanation of the procedures to
21 exercise that right; (d) the right of any class member to exclude themselves from the proposed
22 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
23 procedures for class members to participate in the proposed settlement.

24 The Court, upon notice having been given as required in the preliminary approval order, and
25 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
26 **AND ENTERS JUDGMENT AS FOLLOWS:**

27 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
28 including all members of the settlement class.

1 2. The Court finds that the class is properly certified as a class for settlement purposes
2 only.

3 3. The notice provided to the class members conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
5 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
6 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
7 the circumstances, by providing individual notice to all class members who could be identified
8 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
9 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
10 requirements of due process, and was the best notice practicable under the circumstances.

11 4. The Court finds that the settlement, filed with the Court on May 14, 2024 attached to
12 the Declaration of Jovahn Wiggins as Exhibit 1, was entered into in good faith, that the settlement is
13 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 5. The Settlement Agreement is not an admission by Defendant, or by any other released
18 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
19 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
20 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
21 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
22 concession, or liability whatsoever by or against Defendant or any of the other released parties.

23 6. Two (2) Class Members objected to the terms of the Settlement. In both instances, the
24 Class Member returned the Objection Form to the Settlement Administrator but did not provide any
25 factual or legal basis for the objection. The Settlement Administrator mailed a cure of deficiency letter
26 to both Class Members to clarify the intent of the submission. The Settlement Administrator called
27 and/or emailed both Class Members but have not received a response or basis for the Objection from
28 either Class Member. Therefore, these two objections are overruled.

1 7. No Class Members have requested to be excluded from the Settlement.

2 8. Defendant shall fund the gross settlement amount of Two Hundred Seventy Five
3 Thousand Dollars (\$275,000.00), plus the amount necessary to pay Defendant's share of payroll
4 taxes, all within 14 days after all of the following have occurred: (1) The court gives final approval
5 to the proposed settlement; (2) The court enters final judgment; and (3) The time within which to
6 appeal any final judgment has expired.

7 9. Within fourteen 14 days after Defendant fully funds the Settlement, the settlement
8 administrator will pay (a) individual class payments to Participating Class Members; (b) individual
9 PAGA payments to Aggrieved Employees; (c) Court-approved attorneys' fees payment and litigation
10 expenses to Class Counsel; (d) the Court-approved incentive award to Plaintiff; and (e) Court-
11 approved administration expenses to settlement administrator.

12 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
13 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
14 payment of an incentive award to the Plaintiff in the amount of \$7,500.00, payable from the gross
15 settlement amount pursuant to the terms of the Settlement Agreement.

16 11. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
17 \$91,666.67, and the reimbursement of litigation expenses in the sum of \$7,538.06, both payable from
18 the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
19 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
20 percentage of a common fund obtained for the class. The court also has considered the lodestar
21 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
22 actual benefit obtained for the class.

23 12. The Court approves the payment of \$20,000.00 to civil penalties pursuant to the
24 Private Attorneys General Act of 2004, payable from the gross settlement amount. Seventy-five
25 percent of this amount, \$15,000.00, will be paid to the Labor Workforce Development Agency and
26 twenty-five percent, \$5,000.00, will be paid to the Aggrieved Employees as defined in and pursuant
27 to the terms of the Settlement Agreement.

28

1 13. The Court approves and orders payment in the amount of \$10,000.00 to CPT Group,
2 Inc. for performance of settlement administration services pursuant to the terms of the settlement
3 agreement. This amount will be payable from the gross settlement amount and pursuant to the terms
4 of the Settlement Agreement.

5 14. The Court approves and orders funding of the settlement in compliance with the terms
6 of the settlement agreement, including the payment and disbursement schedule.

7 15. When distributing the settlement checks to Participating Class Members, the
8 settlement administrator is required to send the checks with envelopes stating, "YOUR CLASS
9 ACTION SETTLEMENT CHECK IS ENCLOSED."

10 16. In the event that checks for individual settlement payments are returned to the
11 settlement administrator as undeliverable and the settlement administrator is unable to locate a valid
12 mailing address, if the Participating Class Member or Aggrieved Employee whose check was returned
13 is a current employee of Defendant, then the settlement administrator and Defendant shall arrange to
14 have the check delivered to the Participating Class Member or Aggrieved Employee at their place of
15 employment.

16 17. If any checks are not redeemed or deposited within 60 days after mailing, the
17 settlement administrator will send a reminder postcard to those that have not cashed their checks.

18 18. Following 180 days after the settlement administrator mails the individual settlement
19 payments to the Participating Class Members and Aggrieved Employees; any monies and interest
20 remaining from uncashed checks shall be sent to the Controller of the State of California to be held
21 in the class member's name until claimed pursuant to the Unclaimed Property Law, Code Civ. Proc.
22 §§1500.

23 19. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
24 Settlement Agreement and declares, that the Settlement Agreement binding on Plaintiff, all
25 Participating Class Members, and all Aggrieved Employees, all of whom will release the Released
26 Parties from the released claims as set forth by the approved Settlement Agreement.

27 20. This Court shall retain jurisdiction over all matters related to the administration and
28 consummation of the terms of this Settlement, over the enforcement, construction and interpretation

1 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
2 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
3 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys
4 and law firms) in connection therewith.


5 21. The Plaintiff shall file a report for the settlement administrator by
6 March 26, 2025, confirming the distribution of funds, indicating the total amount paid
7 to the class members and confirming the distribution of funds, indicating the total amount paid to the
8 class members and confirming that all funds, including uncashed funds, have been disbursed.

9 22. The Court sets a compliance hearing for April 2, 2025, at 8:30 (a.m./p.m., ~~or~~
10 ~~for _____ as approved by the Court.~~

11 23. The Court hereby enters Judgment in the case, which will be res judicata as to the
12 released claims of Plaintiffs, Class Members, and Aggrieved Employees.

13 **IT IS SO ORDERED AND ADJUDGED.**

14 Dated: Sept. 25, 2024


15 _____
16 Hon. Harold W. Hopp
17 Judge of the Superior Court