



1 PREPARED BY THE COURT

2
3 **FILED**

4 Superior Court of California
County of San Francisco

5 ✓ DEC 18 2020

6 CLERK OF THE COURT

7 BY: [Signature]
Deputy Clerk

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 DEPARTMENT 304

11 AMIE PFEIFER,

12 Plaintiff,

13 v.

14 ZESTY, INC., A DELAWARE
15 CORPORATION, et al.,

16 Defendant.

Case No. CGC-19-574570

**ORDER FINALLY APPROVING
CLASS ACTION SETTLEMENT**

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19 Named Plaintiff Amie Pfeifer and Defendant Zesty, Inc. (collectively, the "Parties") have
20 entered into an Amended Stipulation of Settlement and Release ("Amended Stipulation of
21 Settlement") to settle the above-captioned class and PAGA representative action subject to the
22 Court's final approval (the "Settlement"). Plaintiff has now moved for an order granting final
23 approval of the Settlement, attorneys' fees, costs, and service award. This Court held a hearing
24 on the motion on December 9, 2020. On the basis of the proposed Amended Stipulation of
25 Settlement, which is attached as Exhibit A to the November 13, 2020 Declaration of Diana M.
26 Khoury, all filings related to the present motion, all filings related to the motion for preliminary
27 approval in this action, all other papers filed in this action, and the arguments of counsel,
28

1 IT IS ORDERED THAT:

2 1. This Court has jurisdiction over the claims of the Settlement Group Members
3 asserted in this proceeding and over all Parties to the Lawsuit.

4 2. The Notice given to the Settlement Group Members fully and accurately informed
5 the Settlement Group Members of all material elements of the proposed Settlement and of their
6 opportunity to object to or comment thereon; was the best notice practicable under the
7 circumstances; was valid, due and sufficient notice to all Settlement Group Members; and
8 complied fully with the laws of the State of California, the United States Constitution, due
9 process and other applicable law. The Notice fairly and adequately described the Settlement and
10 provided Settlement Group Members adequate instructions and a variety of means to obtain
11 additional information. A full opportunity has been afforded to the Settlement Group Members to
12 participate in this hearing, and all Settlement Group Members and other persons wishing to be
13 heard, if any, have been heard. Accordingly, the Court determines that all Settlement Group
14 Members who did not timely and validly submit an Exclusion Form are bound by this Order.

15 3. No Settlement Group Members objected to the proposed Amended Stipulation of
16 Settlement.

17 4. Four members of the proposed Settlement Class validly requested exclusion and
18 four members of the proposed Settlement Class were not provided sufficient notice. Those who
19 have requested exclusion and those who were not provided sufficient notice are not members of
20 the Settlement Class certified below, shall be named in the Judgment as having opted out or been
21 excluded as a class member, shall receive no funds under this Order, and are not bound by the
22 Judgment.

23
24 5. For settlement purposes only, the following Settlement Class is final certified: "All
25 current and former Captains who provided services for Defendant during the Settlement Period of
26 December 1, 2017 through April 19, 2018."

27 6. Plaintiff Amie Pfeifer is confirmed as class representative.

28 7. Cohelan Khoury & Singer and Lebe Law, APLC is confirmed as Class Counsel.

1 8. For settlement purposes only, the proposed Settlement Class meets the
2 requirements for certification under C.C.P. § 382. Specifically, for settlement purposes: (1) the
3 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common
4 questions of law or fact; (3) Plaintiff's claims are typical of the claims of the members of the
5 proposed Settlement Class; (4) Plaintiff has fairly and adequately protected the interests of the
6 Settlement Class Members; (5) Class Counsel is qualified to serve as counsel for Plaintiff and the
7 Settlement Class; and (6) a class action is superior to other methods to efficiently adjudicate this
8 controversy through settlement.

9 9. Pursuant to California law, the Court hereby grants final approval of the
10 Settlement and finds it reasonable and adequate, and in the best interests of the Settlement Group
11 as a whole. More specifically, the Court finds that the Settlement was reached following a
12 meaningful investigation conducted by Settlement Group Counsel; that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the Parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 the Named Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely
17 duration of further litigation; the amount offered in Settlement; the extent of investigation and
18 discovery completed; and the experience and views of Settlement Group Counsel.

19 10. It is hereby ordered that the Settlement Administrator shall pay the individual
20 settlement payments to the Settlement Group Members who did not opt out according to the
21 methodology set forth in the Amended Stipulation of Settlement.

22 11. Payment of a service award in the amount of \$ 4,000 to Amie Pfeifer is approved
23 for her service as class representative.

24 12. It is hereby ordered that the Settlement Administrator shall pay the PAGA
25 Payment of \$37,500.00 to the Labor and Workforce Development Agency and \$12,500.00
26 distributed pro rata to the Settlement Group to pay all applicable penalties under the California
27 Labor Code's Private Attorneys General Act.

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1 13. It is hereby ordered that the Settlement Administrator, CPT Group, Inc., shall pay
2 itself a payment of \$11,900 for the services performed in administering the Settlement.

3 14. The Court hereby awards \$100,000.00 in attorneys' fees, and \$6,982.37 in costs to
4 Class Counsel, Cohelan Khoury & Singer and Lebe Law, APLC. No other costs or fees relief
5 shall be awarded, either against Defendant or the Releasees, or from the award to the Settlement
6 Group.

7 15. Following the Administrator's issuance of the Individual Settlement Payment
8 checks to participating Settlement Group Members, they shall have 180 days of issuance to
9 negotiate, cash or deposit, after which the checks will become void and the funds represented by
10 those voided checks will be forwarded to California's Secretary of State's Unclaimed Property
11 Division for further handling on behalf of the Settlement Group Member.

12 16. With this Final Approval of the proposed Settlement, it is hereby ordered that
13 Settlement Group Members and their successors shall conclusively be deemed to have given a
14 release, as set forth in the Amended Stipulation of Settlement and below, against the Releasees,
15 and all such Settlement Group Members and their successors shall be permanently enjoined and
16 forever barred from asserting any claim related to this Lawsuit against the Releasees. The
17 Settlement fully releases and discharges the Releasees from the "Released Claims," which are all
18 claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or
19 could have been asserted (whether in tort, contract, or otherwise) against the Releasees for
20 violation of local, state and federal law arising out of, or relating to, the facts and allegations pled
21 in the Complaint, including that Defendant allegedly misclassified the Settlement Group
22 Members as independent contractors, failed to pay all wages due, failed to pay overtime wages
23 due, failed to pay minimum wage, failed to provide meal breaks, failed to authorize and permit
24 rest breaks, failed to provide timely or accurate final paychecks, failed to pay wages timely,
25 engaged in recordkeeping violations, failed to provide accurate itemized wage statements, failed
26 to reimburse business expenses and/or engaged in unfair business practices, and for penalties
27 under the Private Attorneys General Act at any time on or before April 19, 2018.
28

1 17. Neither the making of the Amended Stipulation of Settlement nor the entry into the
2 Amended Stipulation of Settlement constitutes an admission by Defendant, nor is this Order a
3 finding of the validity of any claims in the Complaint or of any other wrongdoing. Further, the
4 Amended Stipulation of Settlement is not a concession, and shall not be used as an admission of
5 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out
6 the terms of the Amended Stipulation of Settlement be construed as an admission or concession
7 by or against Defendant or any related person or entity.


8 18. On or before September 15, 2021, Class Counsel shall file a final report with this
9 Court stating the final and complete distribution of all funds in this Order. The report shall be
10 supported by an admissible declaration.

11 19. Defendant Zesty, Inc., itself or through the Settlement Administrator, shall send
12 the Settlement Group Members notice of the entry of judgment by mailed notice in substantially
13 the form of the proposed postcard attached as Exhibit A to the December 16, 2020 Supplemental
14 Declaration of Diana M. Khoury. The notice will be mailed within seven days of entry of
15 judgment. This Order and the final judgment will be posted the on the administrator's website for
16 a period of not less than 60 days from the date the judgment is entered.

17 20. Except as otherwise provided in the Settlement Agreement and this Order and the
18 Judgment, the parties shall bear their own attorneys' fees, costs, and expenses incurred by them in
19 connection with this action.

20
21 **IT IS SO ORDERED.**

22
23 Dated: Dec. 17, 2020



Hon. Anne-Christine Massullo
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

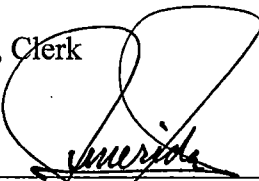
I, Jose Rios Merida, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 18, 2020, I electronically served the attached document via File & ServeXpress® on the recipients designated on the Transaction Receipt located on the File & ServeXpress® website.

Dated: December 18, 2020

T. Michael Yuen, Clerk

By: _____


Jose Rios Merida
Deputy Clerk