

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME: Douglas Han (SBN 232858) FIRM NAME: JUSTICE LAW CORPORATION STREET ADDRESS: 751 N. Fair Oaks Avenue, Suite 101 CITY: Pasadena TELEPHONE NO.: (818) 230-7502 E-MAIL ADDRESS: dhan@justicelawcorp.com ATTORNEY FOR (name): Plaintiff Adrian Escobedo	STATE BAR NO.:	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: 751 West Santa Ana Boulevard CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Civil Complex Center	STATE: CA ZIP CODE: 91103 FAX NO.: (818) 230-7259	
PLAINTIFF/PETITIONER: Adrian Escobedo DEFENDANT/RESPONDENT: Ameripecc, Inc. OTHER:		CASE NUMBER: 30-2020-01170846-CU-OE-CXC
		JUDICIAL OFFICER: Honorable Peter Wilson
<b>PROPOSED ORDER (COVER SHEET)</b>		DEPT: CX-101

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff Adrian Escobedo
2. Title of the proposed order:  
[Proposed] Order of Final Approval and Judgment
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Final Approval of Class Action Settlement
  - b. Date and time: January 19, 2023 at 2:00 p.m.
  - c. Place: Department CX-101
4. The proposed order was served on the other parties in the case.

Douglas Han

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

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

ADRIAN ESCOBEDO, individually, on behalf  
of other members of the general public similarly  
situated;

Plaintiff,

v.

AMERIPEC, INC., a California corporation;  
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2020-01170846-CU-OE-CXC

Assigned for All Purposes to:  
Honorable Peter Wilson  
Department CX-101

**CLASS ACTION**

**[PROPOSED] ORDER OF FINAL  
APPROVAL AND JUDGMENT**

Hearing Date: January 19, 2023  
Hearing Time: 2:00 p.m.  
Hearing Place: Department CX-101

Complaint Filed: November 18, 2020  
FAC Filed: April 14, 2022  
Trial Date: None Set

1 This matter came before Honorable Peter Wilson in Department CX-101 of the above-  
2 entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on  
3 Plaintiff Adrian Escobedo’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,  
4 Attorney Fees Award, Cost Award, and Class Representative Enhancement Payment.

5 On September 16, 2022, the Court entered an Order Preliminarily Approving Class  
6 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the  
7 settlement of the above-entitled case in accordance with the Joint Stipulation of Settlement and  
8 Release, Amendment to the Joint Stipulation of Settlement and Release, and Second  
9 Amendment to the Joint Stipulation of Settlement and Release (“Settlement Agreement,”  
10 “Settlement,” or “Agreement”), which, together with the exhibits annexed thereto, sets forth the  
11 terms and conditions for settlement of this case.

12 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and  
13 oral argument, and good cause appearing:

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 All terms used herein shall have the same meaning as defined in the Settlement  
16 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of  
17 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds  
18 the applicable requirements of Code of Civil Procedure section 382 and California Rule of  
19 Court 3.769, *et seq.*, have been satisfied with respect to the Class and Settlement Agreement.  
20 The Court makes final its earlier provisional certification of the Class for settlement purposes,  
21 as set forth in the Preliminary Approval Order. The Class is defined to include:

22 All current and former non-exempt employees (whether hired directly or  
23 through a staffing agency or labor contractor) of Defendant Ameripeac, Inc.  
24 (“Defendant”) who worked for Defendant within California for any period of  
time between August 31, 2016 and May 29, 2019 (“Class,” “Class Members,”  
and “Class Period”).<sup>1</sup>

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27 <sup>1</sup> The Workweek Escalator in section V(L)(22) of the Settlement Agreement was  
28 triggered. Pursuant to the terms of the Settlement Agreement, Defendant elected to end the  
Class Period on the date that is one day before the date the number of workweeks hits  
25,416. Thus, the Class Period now ends on May 29, 2019 instead of March 1, 2022.

1 Private Attorneys General Act of 2004 (“PAGA”) Members are defined to include:

2 All current or former non-exempt employees (whether hired directly or through a  
3 staffing agency or labor contractor) who worked for Defendant within California  
4 for any period of time between August 31, 2019 up through and including March  
5 1, 2022 (“PAGA Members” and “PAGA Period”).

6 The Notice of Class Action and PAGA Settlement (“Notice”) and the Election Not to  
7 Participate In Class Action Settlement (“Exclusion Form”) (collectively, known as the “Notice  
8 Packet”) mailed to the Class Members: (1) fully and accurately informed the Class Members of  
9 all material elements of the Settlement and of their opportunity to participate in, object to or  
10 comment thereon, or to seek exclusion from the Settlement; (2) was the best notice practicable  
11 under the circumstances; (3) was valid, due, and sufficient notice to all Class Members; and (4)  
12 complied fully with the laws of California, U.S. Constitution, due process, and other applicable  
13 law. The Notice Packet fairly and adequately described the Settlement and provided the Class  
14 Members with adequate instructions and a variety of means to obtain additional information.

15 The Court grants final approval of the Agreement, as reflected in the Agreement, and  
16 finds the Agreement reasonable, adequate, and in the best interests of the Class. The Court  
17 finds: (1) the Agreement was reached following meaningful discovery and investigation  
18 conducted by Class Counsel; (2) the Agreement is the result of serious, informed, adversarial,  
19 and arm’s-length negotiations between the Parties; and (3) the terms of the Agreement are fair,  
20 adequate, and reasonable. The Court considered all the evidence presented, including evidence  
21 regarding the strength of Plaintiff’s case, risk, expense, and complexity of the claims presented,  
22 likely duration of further litigation, amount offered in the Agreement, extent of investigation  
23 and discovery completed, and experience and views of Class Counsel.

24 The Settlement Agreement is not an admission by Defendant, nor is this Order of Final  
25 Approval and Judgment (“Order and Judgment”) a finding of the validity of any allegations or  
26 of any wrongdoing by Defendant. Neither this Order and Judgment, the Agreement, nor any  
27 document referred to herein, nor any action taken to carry out the Settlement Agreement, may  
28 be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
concession, or liability whatsoever by or against Defendant.

1 A full opportunity was afforded to the Class Members to participate in the Final  
2 Approval Hearing, and all Class Members and other persons wishing to be heard have been  
3 heard. The Class Members had a full and fair opportunity to exclude themselves from the  
4 Settlement. Accordingly, the Court determines all Class Members who did not submit requests  
5 for exclusion to the Settlement Administrator are bound by this Order and Judgment.

6 The Court considered there were no requests for exclusion submitted by Class Members.  
7 The Court also considered no objections were submitted by Class Members. Finally, the Court  
8 considered no disputes were submitted by Class Members.

9 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,  
10 and reasonable, and is approved. It is ordered Defendant shall pay the Gross Settlement Amount  
11 of \$472,500 in accordance with the methodology and terms set forth in the Settlement.

12 It is ordered the Settlement Administrator shall distribute settlement payments  
13 (“Individual Settlement Shares”) to all Class Members who do not submit valid and timely  
14 Exclusion Forms to the Settlement Administrator (“Participating Class Members”) according to  
15 the methodology and terms set forth in the Settlement Agreement.

16 It is ordered, pursuant to Code of Civil Procedure section 384, Participating Class  
17 Members and PAGA Members must cash or deposit their Individual Settlement Share and  
18 Individual PAGA Payment checks within one hundred eighty (180) calendar days after the  
19 checks are mailed to them. Uncashed settlement checks will be cancelled and paid to the  
20 California State Controller’s Office in accordance with California Unclaimed Property Law,  
21 California Civil Code section 1500, *et seq.*, so that Participating Class Member(s) and/or PAGA  
22 Members will have their Individual Settlement Share(s) and/or Individual PAGA Payment(s)  
23 available to them per the applicable claim procedure to request that money from California.

24 The Court finds the request for the Attorney Fee Award of \$157,500 falls within the  
25 range of reasonableness, and the results achieved justify the award sought. The Attorney Fee  
26 Award is fair, reasonable, and appropriate, and is approved. It is hereby ordered the Settlement  
27 Administrator will issue payment of \$157,500 to Class Counsel as the Attorney Fee Award  
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1 according to the methodology and terms set forth in the Settlement Agreement.<sup>2</sup>

2 Pursuant to the Settlement Agreement, Class Counsel can request reimbursement of  
3 litigation costs and expenses of up to \$20,000. The Court finds the reimbursement of litigation  
4 costs and expenses of \$15,623.55 incurred by Class Counsel is reasonable and is approved.  
5 Thus, it is hereby ordered the Settlement Administrator will issue payment of \$15,623.55 to  
6 Class Counsel as the Cost Award for reimbursement of litigation costs and expenses.

7 The Court finds the Class Representative Enhancement Payment sought by Plaintiff for  
8 the time and effort he dedicated to and the risks and sacrifices he incurred for this case is fair  
9 and reasonable. It is ordered the Settlement Administrator will issue a payment of \$7,500 to  
10 Plaintiff as the Class Representative Enhancement Payment.

11 It is further ordered the Settlement Administrator shall pay itself \$9,500 as its  
12 Administration Costs for the services performed and costs incurred pursuant to the notice and  
13 administration process in accordance with the Settlement.

14 The Court finds the allocation of \$25,000 toward penalties under PAGA is fair,  
15 reasonable, and appropriate, and is approved. The Settlement Administrator shall distribute the  
16 PAGA Payment as follows: seventy-five percent (75%) of the PAGA Payment (\$18,750) shall  
17 be paid to the California Labor and Workforce Development Agency, and twenty-five percent  
18 (25%) of the PAGA Payment (\$6,250) shall be distributed to PAGA Members, on a pro rata  
19 basis (“PAGA Payment”), according to the methodology and terms set forth in the Settlement.

20 The Court hereby enters judgment by which Participating Class Members shall be  
21 conclusively determined to have given a release of any Released Claims against the Released  
22 Parties as set forth in the Settlement Agreement and Notice Packet.

23 Notice of entry of judgment shall be provided to the Class by the Settlement  
24 Administrator by posting the judgment on the static website created for the Class.

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27 <sup>2</sup> The Parties agreed to ask for an Attorney Fee Award of one-third (1/3) of the Gross  
28 Settlement Amount instead of thirty-five percent (35%) of the Gross Settlement Amount  
reflected in the Settlement Agreement.

1 Finally, the Court finds this case is fully and finally resolved by the Settlement  
2 Agreement without a finding of liability by any party and that nothing herein is or should be  
3 construed as an admission of liability by Defendant.

4 After entry of this Order and Judgment, pursuant to California Rules of Court, Rule  
5 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and  
6 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for  
7 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection  
8 with the distribution of settlement benefits.

9 The Court sets a nonappearance case review for October 20, 2023 at 2:00 p.m. in  
10 Department CX-101. Within five (5) court days before this hearing, Plaintiff shall file a  
11 compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance  
12 status report shall specify the total amount paid to Participating Class Members and the residual  
13 of the unclaimed settlement funds that will be paid to the entity identified as the recipient of  
14 such funds in the Settlement Agreement.

15 This Court HEREBY ORDERS, ADJUDGES, AND DECREES judgment is hereby  
16 entered in accordance with the terms of this Order and Judgment and the Agreement.

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18 **IT IS SO ORDERED.**

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20 DATED: \_\_\_\_\_

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21 HONORABLE PETER WILSON  
22 SUPERIOR COURT JUDGE  
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