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FILED
Superior Court of California
County of Los Angeles

MAR 17 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

FERNANDO BONOLA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees,

Plaintiff,

vs.

SOCAL JIB FOOD MANAGEMENT, INC., a California corporation, doing business as JACK IN THE BOX; SB FOOD EXPRESS, INC., a California corporation, doing business as JACK IN THE BOX; and DOES 1 through 100, inclusive,

Defendants.

Case No. BC 690994

[Assigned for all purposes to the Honorable Elihu M. Berle, Dept. 6]

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date: March 8, 2021
Time: 9:00 a.m.
Dept: 6

[Filed concurrently with Motion for Final Approval of Class Action Settlement; Motion for Award of Class Representative Service Payment, *et al.*; Declaration of Plaintiff Fernando Bonola; and Declaration of Ronald H. Bae]

[Complaint filed: January 19, 2018]

FILE BY FAX

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1 This matter has come before the Hon. Elihu M. Berle in Department 6 of the Superior Court
2 of the State of California, for the County of Los Angeles, on Plaintiff and Class Representative
3 Fernando Bonola's ("Plaintiff" or "Class Representative") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Expenses, and Service Award ("Motion for Final Approval"),
5 with Aequitas Legal Group appearing as counsel for Plaintiff and as Class Counsel on behalf of all
6 others similarly situated and other aggrieved employees, and Clark Hill LLP appearing as counsel
7 for Defendants SoCal JIB Food Management, Inc. and SB Food Express, Inc. ("Defendants").

8 On November 16, 2020, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation and Agreement for
11 Class and Representative Action Settlement and Release ("Settlement," "Agreement,"
12 "Stipulation," or "Settlement Agreement"), which, together with the exhibits attached thereto, set
13 forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
15 argument, and good cause appearing,

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

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of
24 the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby
25 defined to include: All current and former hourly-paid or non-exempt employees of Defendant in
26 California, at any time from January 19, 2014 up to and including April 29, 2020 ("Class" or "Class
27 Members").

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the

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1 Class Members, fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
3 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
4 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
12 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
13 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
14 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk,
15 expense, and complexity of the claims presented; the likely duration of further litigation; the amount
16 offered in the Settlement; the extent of investigation and discovery completed; and the experience
17 and views of Class Counsel. The Court has further considered the absence of objections to the
18 Settlement and Requests for Exclusion submitted by Class Members. Accordingly, the Court hereby
19 directs that the Settlement be effectuated in accordance with the Settlement Agreement and the
20 following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the Final
22 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
23 The Class Members also have had a full and fair opportunity to exclude themselves from the
24 Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely
25 and valid Request for Exclusion to the Settlement Administrator ("Settlement Class Members") are
26 bound by this Final Approval Order and Judgment.

27 7. The Court acknowledges that the following individuals timely and validly opted out
28 of the settlement: Jose L. Gonzalez, Marco Antonio Leon, and Ivon Romero. These three

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1 individuals will therefore not be bound by the terms of the settlement.

2 8. The Court finds that payment of Administration Expenses in the amount of \$50,000
3 is appropriate for the services performed and costs incurred and to be incurred for the notice and
4 settlement administration process. It is hereby ordered that the CPT Group, Inc. shall issue payment
5 to itself in the amount of \$50,000, in accordance with the Settlement Agreement.

6 9. The Court finds that the Service Award sought is fair and reasonable for the work
7 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator
8 issue payment in the amount of \$7,500 to Plaintiff Fernando Bonola for his Service Award,
9 according to the terms set forth in the Settlement Agreement.

10 10. The Court finds that the allocation of \$50,000 toward penalties under the California
11 Private Attorneys General Act of 2004 (“PAGA Payment”) is fair, reasonable, and appropriate, and
12 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
13 amount of \$37,500 to the California Labor and Workforce Development Agency, and the remaining
14 amount of \$12,500 to be part of the Net Settlement Amount for distribution to Settlement Class
15 Members, according to the methodology and terms set forth in the Settlement Agreement.

16 11. The Court finds that the request for attorneys’ fees in the amount of \$333,333.33 to
17 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
18 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are
19 hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount
20 of \$333,333.33 for attorneys’ fees, in accordance with the Settlement Agreement.

21 12. The Court finds that reimbursement of litigation costs and expenses in the amount of
22 \$16,716.03 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
23 Settlement Administrator issue payment in the amount of \$16,716.03 to Class Counsel for
24 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

25 13. The Court hereby enters Judgment by which Settlement Class Members shall be
26 conclusively determined to have given a release of any and all Released Claims against the Released
27 Parties, as set forth in the Settlement Agreement and Class Notice.

28 14. It is hereby ordered that Defendants fund the Settlement in accordance with the

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1 methodology and terms set forth in Para. 6.4 of the Settlement Agreement.

2 15. It is hereby ordered that the Settlement Administrator shall distribute the settlement
3 funds in accordance with the methodology and terms set forth in Para. 6.5 of the Settlement
4 Agreement.


5 16. It is ordered that funds associated with any and all Individual Settlement Payment
6 checks issued to Settlement Class Members that have not been cashed or deposited within one
7 hundred eighty (180) calendar days from the date on which the checks are issued, shall be
8 transmitted to State of California's Unclaimed Property Fund in the Class Members' names.

9 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
10 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve
12 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
13 dispute arising from or in connection with the distribution of settlement benefits.

14 18. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
15 Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s
16 website or equivalent for a period of at least six months after the date of entry of this Final Approval
17 Order and Judgment. Individualized notice is not required.

18 19. The Court sets an OSC re: Compliance of Settlement Terms on November 30, 2021
19 at 8:30 a.m., and a report along with a declaration from the settlement administrator shall be filed
20 by November 19, 2021.

21
22 Dated: 3/17/21

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24 _____
25 HONORABLE ELIHU M. BERLE
26 JUDGE OF THE SUPERIOR COURT OF
27 THE STATE OF CALIFORNIA
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

On March 12, 2021, I served the document described as **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Beth A. Kahn
Autumn L. Moore
Ryan C. McKim
CLARK HILL LLP
1055 W. Seventh Street, 24th Floor
Los Angeles, CA 90017
Telephone: (213) 891-9100
Facsimile: (213) 488-1178
Emails: bkahn@clarkhill.com
amoore@clarkhill.com
rmckim@clarkhill.com

Attorneys for Defendant SOCAL JIB FOOD MANAGEMENT, INC.
and SB FOOD EXPRESS, INC.

- (BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.
- (BY EXPRESS MAIL):** I placed the above-described document in an envelope for collection and delivery on this date in accordance with the standard express mail procedures of the United States Postal Service.
- (BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) as a courtesy.
- (BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via File & ServeXpress (authorized and court-approved Electronic Filing Service Provider).
- (BY PERSONAL SERVICE):** I personally served the above-described document to the above addressee(s) on this day.
- (STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 12, 2021 at Pasadena, California.



CYNTHIA HERNANDEZ

03/15/2021