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FILED
Clerk of the Superior Court

JUN 23 2020

By: K. Mulligan, Clerk

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
03/06/2020 at 11:50:38 AM
Clerk of the Superior Court
By Carolina Miranda, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ALEJANDRO HERNANDEZ, individually, on behalf of all others similarly situated, and as representative of the State of California on behalf of all aggrieved employees,

Plaintiff,

v.

GOLDEN STATE FC LLC, a Delaware limited liability company, and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2018-00025550-CU-OE-CTL

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

Hearing Date: ~~March 26~~ ^{June 23}, 2020
Hearing Time: 8:30 a.m.
Dept.: C-74

Judge: The Honorable Ronald L. Styn
Original Complaint Filed: May 23, 2018

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

1 due and sufficient notice to all Class Members; and complied fully with the laws of the State of
2 California, the United States Constitution, due process and other applicable law. The Class Notice
3 fairly and adequately described the Settlement and provided Class Members adequate instructions
4 and a variety of means to obtain additional information. A full opportunity has been afforded to
5 the Class Members to participate in this hearing, and all Class Members and other persons wishing
6 to be heard, if any, have been heard. Accordingly, the Court determines that all Class Members
7 who did not timely and properly execute a request for exclusion are bound by this Order.

8 4. The Settlement is approved in its entirety. The Settlement Administrator shall pay
9 the Class Representative's Service Award of Five Thousand Dollars (\$5,000) to the Plaintiff,
10 Alejandro Hernandez, because the Court finds that such award is fair and reasonable for the
11 assistance and work he provided to the Class and Class Counsel in exchange for a general release.

12 5. The Settlement Administrator shall pay the Individual Settlement Payments to the
13 Participating Class Members according to the methodology as set forth in the Stipulation.

14 6. The Settlement Administrator shall pay the LWDA PAGA Payment of Eleven
15 Thousand Two Hundred Fifty Dollars (\$11,250) to the Labor and Workforce Development
16 Agency ("LWDA") to pay all applicable penalties under PAGA.

17 7. The Settlement Administrator shall pay the Class Member PAGA Payment of
18 Three Thousand Seven Hundred Fifty Dollars (\$3,750) to the Participating Class Members on a
19 *pro rata* basis according to the terms of the Stipulation.

20 8. It is hereby ordered that the Settlement Administrator shall pay itself a payment of
21 Ten Thousand Dollars (\$10,000) for the services performed in administering the Settlement.

22 9. The Court hereby awards One Hundred Forty Thousand Dollars (\$140,000) in
23 attorneys' fees and Seven Thousand Five Hundred Dollars (\$7,500) in litigation costs and
24 expenses to Class Counsel (Daniel V. Santiago of the Law Offices of Daniel V. Santiago, P.C.).
25 The Court finds that the requested award is reasonable for a contingency fee in a class action such
26 as this; i.e., one-third of the Gross Settlement Amount of Four Hundred Twenty Thousand Dollars
27 (\$420,000). In addition, the Court finds that the requested award is reasonable in light of the
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1 lodestar crosscheck. In conjunction with making these findings and doing a lodestar analysis, the
2 Court has determined that the billing rates of Class Counsel (\$375 per hour) are reasonable and
3 commensurate with market rates in San Diego County and approves those rates. Additionally,
4 evidence submitted by the Law Offices of Daniel V. Santiago, P.C. also demonstrates that the
5 requested litigation costs and expenses of Seven Thousand Five Hundred Dollars (\$7,500) are fair
6 and reasonable and actually incurred.

7 10. With this Final Order and Judgment, it is hereby ordered that all Participating Class
8 Members (defined in Paragraph 10.e of the Stipulation as "all members of the Settlement Class who do
9 not affirmatively exclude themselves from the Settlement by properly and timely submitting a request for
10 exclusion in the manner and by the deadline specified in Paragraph 10.f of [the] Stipulation") shall
11 conclusively be deemed to have given full and complete releases of the Released Class Claims
12 (as defined in Paragraph 24 of the Stipulation) against the Released Parties (as defined in Paragraph
13 8 of the Stipulation) and that all such Participating Class Members and their successors shall be
14 permanently enjoined and forever barred from asserting any claim related to this Action against
15 the Released Parties, or any of them.

16 11. As defined in Paragraph 24 of the Stipulation, the Released Class Claims include:
17 "any and all claims asserted in the Complaint, or which could have been asserted in the Complaint, based
18 on the cited statutes and/or underlying facts alleged in the Complaint. This includes, all claims, rights,
19 demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as those
20 set forth in the operative pleadings in the Action, including: (i) all claims for failure to pay meal period
21 premiums under Labor Code §226.7(c) and IWC Wage Order No. 7-2001, §11(D); (ii) all claims for
22 failure to pay any wages for all hours worked "off-the-clock" in violation of Labor Code §§204(a), 510(a),
23 1194(a) and 1197; (iii) all claims for the failure to timely pay wages due upon termination of employment
24 in violation of Labor Code §§201-203; (iv) all claims for failure to furnish accurate itemized wage
25 statements under Labor Code §226(a); (v) all claims for violations of the UCL, California Business &
26 Professions Code §17200 et seq.; and (vi) all claims for PAGA penalties under Labor Code §2698 et seq.
27 based on any of the preceding claims. For the avoidance of doubt, such claims are released through the
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1 date of the Preliminary Approval Order.”

2 12. As defined in Paragraph 8 of the Stipulation, the Released Parties include not only
3 Amazon, but also its predecessors, successors, affiliates, subsidiaries, parent companies, partners, current
4 and past employees, insurers, agents, consultants, legal representatives and any other related entities and
5 all of their past, present and future officers, shareholders, owners, members, directors, partners, agents,
6 lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters.

7 13. With this Final Order and Judgment, it is hereby ordered that all Class Members
8 shall conclusively be deemed to have given full and complete releases of the Released PAGA
9 Claims (as defined in Paragraph 25 of the Stipulation) against the Released Parties, and that all
10 such Class Members and their successors shall be permanently enjoined and forever barred from
11 asserting any PAGA claim related to this Action against the Released Parties, or any of them.

12 14. As defined in Paragraph 25 of the Stipulation, the Released PAGA Claims include:
13 “any and all claims asserted in the Complaint under PAGA, or which could have been asserted in the
14 Complaint under PAGA, based on underlying facts alleged or related to facts alleged in the Complaint.
15 This includes all claims, rights, demands, liabilities, and claims for civil penalties, arising from, or related
16 to, the same set of operative facts as those set forth in the operative pleadings in the Action, including, but
17 not limited to: (i) all claims for civil penalties based on failure to pay meal period premiums; (ii) all claims
18 for civil penalties based on failure to pay any wages for all hours worked “off-the-clock”; (iii) all claims
19 for civil penalties based on failure to furnish accurate itemized wage statements; and (iv) all claims for
20 civil penalties based on failure to pay all wages due upon termination of employment.”

21 15. Neither the making of the Stipulation nor the entry into the Stipulation constitutes
22 an admission by Defendant, nor is this Order a finding of the validity of any claims in the
23 Complaint or of any other wrongdoing. Further, the Stipulation is not a concession, and shall not
24 be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may
25 any action taken to carry out the terms of the Stipulation be construed as an admission or
26 concession by or against Defendant or any related person or entity.

27 16. The Settlement Administrator is ordered to give notice of this Order and Judgment to all
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Settlement Class Members in accordance with California Rule of Court 3.771(b) and the terms of the Stipulation.

17. Upon the Effective Date as defined in the Stipulation, Plaintiff and all Settlement Class Members shall have, by operation of this Order and Judgment, fully, finally and forever discharged the Released Parties from the Released Class Claims as set forth in the Stipulation.

18. Without affecting the finality of the Judgment entered pursuant to this Order, this Court retains continuing jurisdiction over this class action settlement (including the administration, consummation and enforcement of same), the Parties, Settlement Class Members and Released Parties who are deemed to have submitted to the exclusive jurisdiction of this Court for any claims asserted in, arising from or related to the subject matter of this Action including, but not limited to, this Order, this Judgment and the Stipulation's terms pursuant to California Code of Civil Procedure Section 664.6.

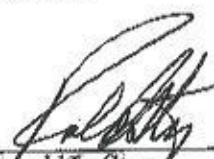
19. This Judgment is intended to be, and is, a final disposition of the above-captioned action in its entirety.

20. The Court finds there is no reason for delay and directs the Clerk to enter Judgment in accordance with the terms of this Order as of the date of this Order.

IT IS SO ORDERED.

Dated: ~~March 20, 2020~~

JUN 23 2020



Hon. Ronald L. Styn
San Diego County Superior Court