

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WORKMAN LAW FIRM, PC
Robin G. Workman (Bar #145810)
robin@workmanlawpc.com
Aviva N. Roller (Bar #245415)
aviva@workmanlawpc.com
177 Post Street, Suite 900
San Francisco, CA 94108
Telephone: (415) 782-3660
Facsimile: (415) 788-1028

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
03/26/2014 at 02:08:21 PM
Clerk of the Superior Court
By Olga Lopez, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 22 2014

ALAN CARLSON, Clerk of the Court
Alquach
BY N. QUACH

*Attorneys for Kimberly Bennett, on behalf
of herself and all others similarly situated*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

KIMBERLY BENNETT, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

PRIDE BAKERIES, LLC, and Does 1 through 50,
inclusive,

Defendants.

No. 30-2012-00595050-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
JUDGE STEVEN L. PERK

(PROPOSED) ORDER:

- a) GRANTING FINAL APPROVAL OF CLASS SETTLEMENT;
- b) APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE;
- c) APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,
- d) APPROVING REQUEST FOR INCENTIVE PAYMENT TO CLASS REPRESENTATIVE KIMBERLY BENNETT

DATE: April 18, 2014
TIME: 10:30 a.m.
DEPT: CX105
JUDGE: Steven L. Perk

1 On April 18, 2014, a hearing was held on the application of Plaintiff Kimberly Bennett
2 ("Plaintiff") for final approval of the settlement and request for payment to the Claims
3 Administrator, and Plaintiff's requests to approve attorneys' fees and costs and to approve the
4 incentive payment for the Class Representative. Aviva N. Roller of Workman Law Firm, PC,
5 appeared for Plaintiff and Talia E. Shandling of Klinedinst PC appeared for Defendant Pride
6 Bakeries, LLC.

7 The Court having read and considered the papers on the motion, the arguments of counsel,
8 and the law, and good cause appearing therefore,

9 **IT IS ORDERED:**

- 10 1. The Court grants judicial notice of documents as requested by Plaintiff.
- 11 2. The Court grants final approval of the terms of settlement and agreed upon
12 procedures as set forth in the Settlement Agreement filed with the Motion for Preliminary
13 Approval.
- 14 3. The Court finds that notice of this settlement was provided to the class in the
15 manner specified in this Court's order granting preliminary approval to the settlement. That notice
16 was the best notice practicable under the circumstances, satisfying the requirements of due process
17 and all other applicable laws.
- 18 4. The Court finds that the settlement was fair, reasonable, and adequate in all
19 respects. The Court finds the settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel, and the settlement is a result of adversarial, arm's-
21 length negotiation between the parties. The Court considered evidence presented regarding the
22 strength of the Plaintiff's case, the risk, expense and complexity of the claims presented, the likely
23 duration of further litigation, the amount offered in settlement, the extent of investigation and
24 discovery completed, and the experience and views of counsel. The Court further considered that
25 there were no objections to the proposed settlement by Settlement Class Members, and that only
26 one individual out of a total of 456 Settlement Class Members requested exclusion from the
27 settlement.

28

1 5. The Court certifies the Settlement Class, defined as follows, for settlement
2 purposes only:

3 all current and former employees employed by Defendant in California
4 who received their wages via direct deposit between August 30, 2008 and
5 October 22, 2013 and had money deducted for that service.

6 In certifying the Settlement Class for settlement purposes only, the Court finds that: (1) the
7 Settlement Class is ascertainable and so numerous that joinder of all members is impracticable; (2)
8 there are questions of law and fact common to the Settlement Class, and that such questions
9 predominate over questions affecting only individual class members; (3) the claims advanced by
10 Plaintiff are typical of the class in that they have no interests in conflict with or antagonistic to
11 those of the Settlement Class, and they have retained adequate counsel; and, (4) a class action is
12 superior to other available methods for resolving this controversy.

13 6. The Court finds that one (1) timely request for exclusion was filed by the individual
14 identified in Exhibit A to this Order. Accordingly, said individual is excluded from the Settlement
15 Class and is not bound by the terms of the Settlement Agreement.

16 7. The Court appoints Workman Law Firm, PC as Class Counsel.

17 8. The Court awards Class Counsel attorneys' fees in the amount of \$10,000. The fee
18 award is reasonable and appropriate for the reasons that follow.

19 9. In evaluating the reasonableness of Class Counsel's lodestar and hourly rate, the
20 Court has considered a variety of factors, including: the experience, background, and reputation
21 of counsel; the prevailing hourly rates in the community for similar services charged by attorneys
22 of similar skill and experience; the time, effort, and skill of counsel both in terms of what occurred
23 during the litigation and what was reasonably required; the efficiency of counsel in performing the
24 work; the amount at stake in the litigation; the desirability or undesirability of the case; and the
25 character and quality of the documentation offered in support of the application of fees. Total
26 hours claimed by Class Counsel are approved based on evidence presented of the work performed
27 and the results achieved. In so finding, the Court considered evidence presented of skill exercised
28 by Class Counsel when addressing difficult factual and legal questions arising from the class

1 claims presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel
2 from other employment, and the favorable results achieved for Class Members.

3 10. The Court awards Class Counsel costs in the amount of \$7,500. Those costs were
4 reasonable and necessary based on the evidence presented and in light of the results achieved.

5 11. The Court appoints Plaintiff Kimberly Bennett as the Class Representative, and
6 awards her \$1,500.00 as set forth in the Settlement Agreement, based on evidence presented of
7 significant time and effort spent by Plaintiff assisting Class Counsel in this matter.

8 12. The Court approves payment in the amount of \$5,000.00 to Heffler Claims Group.
9 ("Heffler") for services rendered by it as Claims Administrator. The Court finds that amount fair
10 and reasonable compensation based on evidence presented of the time and effort spent by Heffler
11 in administering the claims.

12 13. The Parties are directed to comply with the terms of the Settlement Agreement.

13 14. Without affecting the finality of this Order and Judgment in any respect, and
14 pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
15 Court, the Court retains jurisdiction over this action, the class representative, Settlement Class
16 Members, and Defendant for the purposes of: (a) the implementation and enforcement of the
17 Settlement Agreement until each and every act agreed to be performed by the parties to the
18 Settlement Agreement shall have been performed; (b) any other action necessary to conclude this
19 settlement and to implement the Settlement Agreement; and (c) the construction and interpretation
20 of the Settlement Agreement.

21 15. With respect to the distribution of funds pursuant to the Settlement Agreement, the
22 Claims Administrator, upon the completion of the process of such distribution, shall prepare, and
23 cause to be filed with this Court, a declaration regarding the distribution.

24 16. Per the terms of the Settlement Agreement, the Effective Date of the Settlement
25 shall be May 2, 2014, ten (10) business days after the Court signs this Order. In turn, Defendant's
26 obligation to fund the settlement per the terms of the Settlement Agreement shall be May 16,
27 2014, ten (10) business days from the Effective Date.

28 17. Without affecting in any way the finality of this Order, the Court retains

1 jurisdiction of all matters relating to the interpretation, administration, implementation,
2 effectuation and enforcement of this Order and the Settlement.

3 18. The Court sets a final compliance hearing for 10/31/14 at 10:30 a.m., at
4 which time the parties and the Claims Administrator will provide a final accounting of the
5 distribution of the settlement funds.

6
7 Date: April ~~18~~²², 2014


Hon. Steven L. Perk
Judge of the Superior Court

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 I am employed in the City and County of San Francisco. I am over the age of eighteen
3 years and not a party to the within action. My business address is Workman Law Firm, PC, 177
4 Post Street, Suite 900, San Francisco, California, my email address is
5 cheryl@workmanlawpc.com.

6 I hereby certify that on March 26, 2014 at 2:00 p.m. or shortly thereafter, I electronically
7 filed the

8 **(PROPOSED) ORDER:**

- 9 a) **GRANTING FINAL APPROVAL OF CLASS SETTLEMENT;**
10 b) **APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE;**
11 c) **APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,**
12 d) **APPROVING REQUEST FOR INCENTIVE PAYMENT TO CLASS**
13 **REPRESENTATIVE KIMBERLY BENNETT**

14 with the Clerk of the Orange County Superior Court, which e-filing system will automatically
15 electronically serve the following attorneys of record who have consented to receive electronic
16 service of documents in this matter:

17 **Attorneys for Defendants**

18 Greg A. Garbacz, ggarbacz@klinedinstlaw.com
19 Jason T. Yu, jyu@klinedinstlaw.com
20 tshandling@klinedinstlaw.com,

21 By: 

EXHIBIT A

Jessica A. Fonseca

March 11, 2014

I do not wish to participate
in or be Bound by the settlement. Sorry.
The Settlement Administrator, Heffler Claims.

Jessica Fonseca

March 11, 2014

social sec # 7287

900.1