

1 Laura L. Ho (SBN 173179)
lho@gbdhlegal.com
2 James P. Kan (SBN 240749)
jkan@gbdhlegal.com
3 Byron Goldstein (SBN 289306)
brgoldstein@gbdhlegal.com
4 GOLDSTEIN, BORGEN, DARDARIAN & HO
300 Lakeside Drive, Suite 1000
5 Oakland, CA 94612
Tel: (510) 763-9800
6 Fax: (510) 835-1417

7 David Browne (SBN 261345)
david@brownelaborlaw.com
8 BROWNE LABOR LAW
475 Washington Blvd.
9 Marina del Rey, CA 90292
Tel: (310) 421-4810
10 Fax: (310) 421-4833

11 Attorneys for Plaintiffs and the Putative Class

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**
14

15 MIWANDA BARNES and ALLISON CAMILLE,
16 individually, and on behalf of others similarly
17 situated,
18 Plaintiffs,
19 vs.
20 SPRIG, INC., and DOES 1-20, inclusive,
21 Defendants.
22

FILED
Superior Court of California
County of San Francisco
DEC 20 2016
CLERK OF THE COURT
BY: Rosie Noquera
Deputy Clerk

Case No.: CGC-15-548154
[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, SERVICE AWARDS TO
CLASS REPRESENTATIVES,
ATTORNEYS' FEES, AND
REIMBURSEMENT OF LITIGATION
COSTS
Date: December 20, 2016
Time: 9:30 a.m.
Dept: 302
Trial Date: None Set

1 The Court, having considered Plaintiffs' Motion for Final Approval of Class Action Settlement
2 and Motion for Approval of Attorneys' Fees and Costs and Class Representatives' Service Awards in
3 the above-captioned action, having read and considered all of the papers of the parties and their
4 counsel, having granted preliminary approval on July 22, 2016 and directed that notice be given to all
5 Class Members of preliminary approval of the Joint Stipulation and Class Action Settlement
6 Agreement ("Settlement Agreement"), the time and location of the final approval hearing, and the right
7 to be excluded from the settlement, having received no objections or opposition to the settlement,
8 receiving no opposition to the tentative ruling granting the motions on December 19, 2016, and good
9 cause appearing, HEREBY ORDERS:

10 1. The settlement of the above-mentioned class action as embodied in the Settlement
11 Agreement is fully and finally approved. The Settlement Agreement is hereby incorporated by
12 reference. Except as otherwise specified herein and for purposes of this Order Granting Judgment
13 Upon Final Approval Of Class Action Settlement ("Final Approval Order"), the terms used in this
14 Order have the meaning assigned to them in the Settlement Agreement, Notice of Proposed Class
15 Action Settlement and Fairness Hearing ("Class Notice"), and the Motions for Preliminary and Final
16 Approval of the Class Action Settlement.

17 2. Pursuant to California Rules of Court, rule 3.769(d), this Court makes final the
18 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
19 Settlement, and thus certifies a class defined as: All persons who worked as Sprig Servers in California
20 at any time from September 1, 2013 through December 31, 2015, except for any individuals who opted
21 out pursuant to the instructions in the Class Notice.

22 3. Named Plaintiffs are hereby appointed and designated, for all purposes, as the
23 representatives for the Class, and the law firms of Goldstein, Borgen, Dardarian & Ho and Browne
24 Labor Law are hereby appointed and designated as counsel for the Named Plaintiffs and the Class.
25 The Court finds that attorneys for the Class are experienced class action litigators and have expressed
26 the view that the Settlement is fair, reasonable, and adequate, which further supports the Settlement.

27 4. The Court hereby finds that the Class Notice and all related documents have been
28 mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and

1 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
2 Members could object to or participate in the settlement, and the manner in which Class Members
3 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due, and
4 sufficient notice to all Class Members; and complied fully with Civil Code § 1781(e), Rule of Court
5 3.769, due process, and all other applicable laws. The Court further finds that a full and fair
6 opportunity has been afforded to Class Members to participate in the proceedings convened to
7 determine whether the proposed Settlement Agreement should be given final approval. Accordingly,
8 the Court hereby determines that all Class Members who did not file a timely and proper request to be
9 excluded from the settlement are bound by this final Order. The Court further accepts as timely and
10 valid the requests for exclusion by Marlon Soyangco and Ibtisam Mogannam.

11 5. The Court deems Plaintiff's First Amended Complaint, filed on July 8, 2016, as the
12 operative complaint in this action.

13 6. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in the
14 best interests of the Class Members. The Settlement Agreement is the product of serious, informed,
15 non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential
16 treatment to any individuals, and was entered into in good faith pursuant to California Code of Civil
17 Procedure section 877.6.

18 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement
19 Agreement, and specifically:

20 a. Approves the Total Settlement Sum of \$1,050,000. This amount is the full amount that
21 Defendant is required to pay under this Settlement Agreement, with the exception of any applicable
22 employer's share of payroll taxes, if any;

23 b. Approves the application for a Class Representative service award of \$5,000 to each
24 Named Plaintiff;

25 c. Approves Class Counsel's attorneys' fee request in the amount of \$350,000 because
26 Class Counsel's request falls within the range of reasonableness and the result achieved justifies the
27 requested attorneys' fees. The court further finds that Class Counsel's 2016 hourly rates are
28 reasonable and commensurate with the prevailing rates for wage and hour class actions;

1 d. Approves Class Counsel's request for reimbursement of litigation expenses of \$10,000;

2 e. Approves payment to Settlement Services, Inc., the Settlement Administrator, of up to

3 \$31,750 as costs and expenses of settlement administration;

4 f. Approves a PAGA allocation of 10% of the Total Settlement Fund after deducting
5 service awards, the Class Representatives' individual settlements, attorneys' fees and costs, and the
6 settlement administration costs;

7 g. Approves Bay Area Legal Aid as the *cy pres* recipient for any remaining balance of
8 uncashed Settlement checks;

9 h. Approves the payment from the Net Settlement Fund of amounts determined by the
10 Settlement Administrator to be due to Class Members, as specified in the Settlement Agreement.

11 8. The Court orders the following Implementation Schedule for further proceedings:

12 Within fifteen (15) days of Settlement Effective 13 Date (as defined in the Settlement Agreement) 14 but no earlier than January 1, 2017.	Settlement Administrator shall issue settlement checks from Defendant's First Payment to the Settlement Fund to Participating Class Members, Class Representatives, Class Counsel, the Settlement Administrator, and the California Labor & Workforce Development Agency.
16 By December 8, 2017.	Defendant shall transmit the Second Payment to the Settlement Fund (totaling \$480,000) to the Settlement Administrator.
18 Prior to sending out checks from the Second 19 Payment to the Settlement Fund.	Settlement Administrator to update the addresses for the Class Members using the national Change of Address database and other available resources deemed suitable by the Settlement Administrator. To the extent this process yields an Updated Address, that Updated Address shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Settlement and for subsequent mailings in particular.
24 Within fifteen (15) days after the Second 25 Payment to the Settlement Fund is received by the Settlement Administrator.	Settlement checks shall be issued by mail to Participating Class Members, Class Counsel, Class Representatives, the Settlement Administrator, and the LWDA pursuant to the Settlement Agreement.
27 90 days after mailing of Settlement Checks	Any uncashed checks become void and Settlement Administrator to stop payment.

1 Within three (3) weeks after the Settlement
2 Administrator has issued its last stop payment on
3 uncashed settlement checks.

Settlement Administrator to pay any residual, to
court-approved *cy pres* beneficiary.

4 9. The Settlement Class Members, including the Class Representatives, shall be deemed to
5 have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with
6 prejudice, relinquished and discharged all Released Claims. Released Claims means any and all
7 claims, causes of action or demands against the Released Parties during the Class Period that were
8 asserted in this Action or could have been asserted based on the facts alleged in the Complaint,
9 including (a) claims involving unpaid training, withheld tips, and delivery charges, (b) overtime claims
10 based on facts alleged in the complaint, (c) missed meal periods and rest breaks, (d) unpaid minimum
11 wages and (e) penalties resulting from the Labor Code and PAGA violations alleged in the Action,
12 including Labor Code §§ 203, 558 and 226.7.

13 10. The Class Representatives shall be deemed to have, and by operation of the Judgment
14 shall have, fully, finally, and forever released, dismissed with prejudice, relinquished and discharged
15 all known and unknown ICRAA claims against the Released Parties. The Class Representatives have
16 also provided a general release of all claims they might have against the Released Parties based on or
17 arising from their employment with Defendant. The Class Representatives waive all rights and
18 benefits afforded by California Civil Code section 1542 and do so understanding the significance of
19 that waiver. Section 1542 provides:

20 A general release does not extend to claims which the creditor does not
21 know or suspect to exist in his or her favor at the time of executing the
22 release, which if known by him or her must have materially affected his
or her settlement with the debtor.

23 The Class Representatives' general release includes all claims that were asserted in this action,
24 including claims the Class Representatives do not know or suspect to exist in their favor against
25 Defendant.

26 11. Without affecting the finality of this Order, the Court retains exclusive and continuing
27 jurisdiction over the litigation for purposes of supervising, implementing, interpreting, and enforcing
28 this Order and the Settlement Agreement.

1 12. The Parties are hereby ordered to implement and comply with the terms of the
2 Settlement. Notice of entry of this Order and the ensuing final judgment shall be given to Class
3 Counsel on behalf of Named Plaintiff and all Participating Class Members. It shall not be necessary to
4 send notice of entry of this Order or the ensuing final judgment to Class Members.

5 **IT IS SO ORDERED.**

6
7 Dated: 12/20/16

Richard Ulmer
8 HON. ~~HAROLD KAHN~~ RICHARD ULMER
9 JUDGE OF THE SUPERIOR COURT