

FILED
Clerk of the Superior Court

AUG - 9 2022

By: R. Cersosimo, Clerk

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO**

12 MARIA PINA, as an individual, and on behalf
13 of all others similarly situated,

14 Plaintiff,

15 vs.

16
17 BEE INTERNATIONAL, INC, a California
Corporation; and DOES 1 through 100,

18 Defendants.
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Case No. 37-2020-00001997-CU-OE-CTL

*[Assigned for all purposes to the
Honorable Richard S. Whitney, Dept. C-68]*

**JUDGMENT AND ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 5, 2022

Time: 10:30 a.m.

Dept: C-68

Complaint Filed: January 13, 2020

Trial Date: None set.

1 This matter came on regularly for hearing before this Court on August 5, 2022 at 10:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement ("Settlement Agreement" or "Settlement")¹ and the documents and
5 evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues
6 involved in this case, the risks of further prosecution and the substantial benefits to be received by
7 the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
10 Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
12 this Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is
14 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
15 Class consisting of:

16 All current and former non-exempt employees of Defendant Bee International, Inc.
17 ("Bee International") who worked for Bee International in California at any time
18 from January 13, 2016 to January 20, 2021 ("Class Period").

19 3. Plaintiff Maria Pina is hereby confirmed as the Class Representative, and Paul K.
20 Haines, Tuvia Korobkin, and Neil M. Larsen of Haines Law Group, APC are confirmed as Class
21 Counsel.

22 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
23 was preliminarily approved by the Court on October 29, 2021, and the notice process has been
24 completed in conformity with the Court's Orders. The Court finds that said notice was the best
25 notice practicable under the circumstances. The Class Notice provided due and adequate notice of

26 _____
27 ¹ The Settlement Agreement was filed on June 29, 2021 as Exhibit 1 to the Declaration of Paul K.
28 Haines in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and
was modified pursuant to this Court's Order dated March 10, 2022. All terms used in this Judgment
and Order shall have the same meaning assigned to them in the Settlement.

1 the proceedings and matters set forth therein, informed Class Settlement members of their rights,
2 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
3 Rule of Court 3.769, and due process.

4 5. The Court finds that no Settlement Class member objected to the Settlement, only
5 one (1) Settlement Class Member has elected to opt-out of the Settlement, and that the 99.4%
6 participation rate in the Settlement supports final approval.

7 6. The Court hereby approves the Settlement as set forth in the Stipulation of
8 Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
9 Agreement according to its terms.

10 7. For purposes of settlement only, the Court finds that (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
12 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
13 community of interest among members of the Settlement Class with respect to the subject matter
14 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
15 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
16 interests of the Settlement Class members; (e) a class action is superior to other available methods
17 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
18 counsel for the Class Representative and the Settlement Class.

19 8. The Court finds that given the absence of objections to the Settlement, and
20 objections being a prerequisite to appeal, that this Order shall be considered final, and the
21 "Final Effective Date" as defined in the Settlement shall have occurred, as of the date of entry
22 of this Judgment and Order.

23 9. The Court finds that Bee International has already deposited the first 50% (i.e.,
24 \$180,000.00) of the Gross Settlement Amount, and orders that Bee International shall deposit the
25 remainder of the Gross Settlement Amount with the Settlement Administrator, Phoenix Settlement
26 Administrators, within ten (10) Court days of this Judgment and Order.

27 10. The Court orders that funds from any Settlement Awards that remain uncashed more
28 than 180 days after issuance shall be distributed to *cy pres* recipient, Bet Tzedek Employment

1 Rights Project, in accordance with Section 384 of the California code of Civil Procedure.

2 11. The Court finds that the Settlement Awards, as provided for in the Settlement, are
3 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
4 Settlement Awards in conformity with the terms of the Settlement.

5 12. The Court finds that a Class Representative Enhancement Payment in the amount of
6 \$5,000.00 to Plaintiff is appropriate for the risks undertaken and her service to the Settlement Class.
7 The Court finds that the enhancement payment is fair, reasonable, and adequate, and orders that the
8 Settlement Administrator make this payment in conformity with the terms of the Settlement.

9 13. The Court finds that the attorneys' fees in the amount of \$120,000.00, and litigation
10 costs of \$17,786.19 for Class Counsel, are fair, reasonable, and adequate, and orders the Settlement
11 Administrator to distribute these payments to Class Counsel in conformity with the terms of the
12 Settlement.

13 14. The Court finds that a payment to the Labor & Workforce Development Agency
14 ("LWDA") in the amount of \$22,500.00 for the LWDA's share of civil penalties under the Labor
15 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement
16 Administrator make this payment in conformity with the terms of the Settlement.

17 15. The Court orders that the Settlement Administrator shall be paid \$7,000.00 from the
18 Gross Settlement Amount for all of its work done and to be done until the completion of this matter,
19 and finds that sum appropriate.

20 16. The Settlement is not an admission by Defendant, nor is this Judgment and Order a
21 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment
22 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out
23 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing
24 on the part of Defendant.

25 17. As of the date of this Judgment and Order and the Settlement being fully funded,
26 Plaintiff and every member of the Settlement Class, except the 1 Settlement Class member who
27 opted out, shall be deemed to have fully released and discharged Bee International, and any of its
28 former and current parents, subsidiaries, and affiliates, and its officers, directors, employees,

1 partners, shareholders, attorneys, insurers, and agents, and any other successors, assigns, or legal
2 representatives (collectively the "Released Parties"), from all claims under California law that have
3 been asserted in the Action based on the facts alleged in the Complaint, including claims for: (i)
4 failure to pay overtime wages; (ii) failure to pay minimum wages; (iii) meal period violations; (iv)
5 rest period violations; (v) failure to furnish accurate itemized wage statements; (vi) any claims for
6 or under Bus. & Prof. Code § 17200 based on any of the above claims, during the Class Period
7 ("Class Released Claims"). The period of release for the Class Released Claims shall extend to the
8 limits of the Class Period. In addition, all Settlement Class members (whether or not they opt out)
9 who worked for Bee International at any time from January 13, 2019 through the end of the Class
10 Period (the "PAGA Period") shall be deemed to have released all claims against Bee International
11 and the Released Parties for PAGA civil penalties based on the above-mentioned violations that
12 arose during the PAGA Period ("PAGA Released Claims").

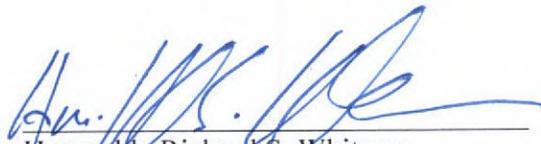
13 18. The Court finds that as of the date of this Judgment and Order and the Settlement
14 being fully funded, Plaintiff shall be deemed to have released, in addition to the Class Released
15 Claims and PAGA Released Claims, all claims, whether known or unknown, under federal, state,
16 or local law against Bee International and the Released Parties, that arose through the date Plaintiff
17 signed the Settlement ("Plaintiff's Released Claims"). This release of Plaintiff's Released Claims
18 does not resolve any and all workers' compensation claims of Plaintiff, including her claim that
19 remains active and ongoing, ADJ 11881784. The WCAB retains exclusive jurisdiction for any and
20 all alleged workers' compensation claims Plaintiff has or may have against Bee International. Nor
21 do Plaintiff's Released Claims include claims for unemployment benefits, nor any other claims
22 which cannot be released as a matter of law, and Plaintiff is not, by way of this release, releasing
23 any such claims. Plaintiff's Released Claims contain unknown claims and Plaintiff is, as a result,
24 waiving all rights and benefits afforded by Section 1542 of the California Civil Code with respect
25 to Plaintiff's Released Claims. That section provides: "A general release does not extend to claims
26 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time
27 of executing the release and that, if known by him or her, would have materially affected his or her
28 settlement with the debtor or released party."

1 19. This document shall constitute a final judgment pursuant to California Rule of Court
2 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
3 hearing, the court must make and enter judgment. The judgment must include a provision for the
4 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
5 may not enter an order dismissing the action at the same time as, or after, entry of judgment." The
6 Court will retain jurisdiction to enforce the Settlement, and this Judgment and Order. The
7 Settlement Administrator shall give notice of this Judgment by posting it on its website.

8 20. The Settlement Administrator shall file a final report regarding distribution and
9 uncashed checks by June 30, 2023.

10 **IT IS SO ORDERED.**

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12 Dated: 8-9, 2022

13 
14 Honorable Richard S. Whitney
15 Judge of the Superior Court
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