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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
**DEC 08 2020**  
**S. Salazar**

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

ALFREDO VILLARREAL, as an individual  
and on behalf of all others similarly situated,  
  
Plaintiff,

vs.

SPENUZZA, INC., a California corporation,  
dba IMPERIAL COMMERCIAL COOKING  
EQUIPMENT, dba IMPERIAL RANGE, dba  
IMPERIAL MANUFACTURING CO., and dba  
IMPERIAL MFG.CO.; and DOES 1 through  
100,

Defendants.

Case No. RIC1902836

*[Assigned for all purposes to the  
Honorable Sunshine S. Sykes, Department  
6]*

**~~[AMENDED PROPOSED]~~ ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND FINAL  
JUDGMENT**

Date: November 17, 2020  
Time: 8:30 a.m.  
Dept.: 6

Complaint Filed: May 6, 2019  
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on November 17, 2020 at  
2 8:30 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting  
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having  
4 considered the parties' Stipulation of Settlement ("Settlement Agreement")<sup>1</sup> and the documents  
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal  
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be  
7 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling  
8 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,  
9 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby  
10 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as  
11 follows:

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

15 All persons who are or were employed by Defendant Spenuzza, Inc. dba Imperial  
16 Commercial Cooking Equipment, dba Imperial Range, dba Imperial  
17 Manufacturing Co., and dba Imperial Mfg. Co., in an hourly non-office position  
in the State of California from May 6, 2015 through February 15, 2020 ("Class  
Period").

18 2. Plaintiff Alfredo Villarreal is hereby confirmed as the Class Representative, and  
19 Paul K. Haines, Sean M. Blakely, and Diana M. Martinez of Haines Law Group, APC are  
20 confirmed as Class Counsel.

21 3. Notice was provided to the Settlement Class as set forth in the Settlement, which  
22 was preliminarily approved by the Court on June 15, 2020, and the notice process has been  
23 completed in conformity with the Court's Orders. The Court finds that said notice was the best  
24 notice practicable under the circumstances. The Class Notice provided due and adequate notice  
25 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully

26 \_\_\_\_\_  
27 <sup>1</sup> The Stipulation of Settlement ("Settlement Agreement") was filed on May 7, 2020 as Exhibit A  
28 to the Declaration of Paul K. Haines In Support of Plaintiff's Motion For Preliminary Approval  
of Class Action Settlement. All terms used in this Order and Final Judgment shall have the same  
meaning as that assigned to them in the Settlement.

1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of  
2 Court 3.769, and due process.

3 4. The Court finds that no Class Member objected to the Settlement or elected to opt-  
4 out of the Settlement, and that the 100% participation rate in the Settlement supports final  
5 approval.

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

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

18 7. The Court finds that given the absence of objections to the Settlement, and  
19 objections being a prerequisite to appeal, that this Order shall be considered final as of the date  
20 of entry.

21 8. The Court orders that the Gross Settlement Amount in the amount of \$500,000.00  
22 shall be deposited with the Settlement Administrator, Phoenix Settlement Administrators, within  
23 fifteen (15) business days of the date of this Order and receipt of the Settlement Administrator's  
24 accounting of the amount of the employer contribution for payroll taxes to be paid by Defendant  
25 Spenuzza Inc. dba Imperial Commercial Cooking Equipment, dba Imperial Range, dba Imperial  
26 Manufacturing Co., and dba Imperial Mfg. Co. ("Defendant").

27 9. The Court orders that any Settlement Awards that remain uncashed after 180 days  
28 after they are mailed shall revert to the California State Controller to be deposited in the California

1 Unclaimed Property Fund in the name of the Class Member.

2 10. 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. The Court further orders that  
5 any envelop transmitting a Settlement Award to a Class Member shall bear the notation, "YOUR  
6 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the  
7 Settlement Administrator shall mail a reminder postcard to any Class Member whose Settlement  
8 Award check has not been negotiated within sixty (60) days after the initial date of mailing. The  
9 Court further orders that if any of the Class Members are Defendant's current employees and the  
10 Settlement Award mailed to those current employees is returned to the Settlement Administrator  
11 as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing  
12 address, the Settlement Administrator shall arrange with Defendant to have those Settlement  
13 Awards delivered to the employees at their place of employment.

14 11. The Court finds that a Class Representative Enhancement Payment in the amount  
15 of \$5,000.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement  
16 Class. The Court finds that the enhancement payment is fair, reasonable, and adequate, and orders  
17 that the Settlement Administrator make these payments in conformity with the terms of the  
18 Settlement.

19 12. The Court finds that the attorneys' fees in the amount of \$166,666.67 and actual  
20 litigation costs of \$6,697.85 for Class Counsel, are fair, reasonable, and adequate, and orders the  
21 Settlement Administrator to distribute these payments to Class Counsel in conformity with the  
22 terms of the Settlement.

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

27 14. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from  
28 the Gross Settlement Amount for all of its work done and to be done until the completion of this

1 matter, and finds that sum appropriate.

2 15. The Settlement is not an admission by Defendant, nor is this Order and Final  
3 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither  
4 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action  
5 taken to carry out the Settlement, shall be construed or deemed an admission of liability,  
6 culpability, or wrongdoing on the part of Defendant.

7 16. As of the date of this Order and Final Judgment, Plaintiff and every member of the  
8 Settlement Class, shall be deemed to fully release and discharge Defendant, and all of their past  
9 and present officers, directors, employees, and agents, (collectively the “Released Parties”), from  
10 all claims, causes of action, and legal theories alleged in the First Amended Class and  
11 Representative Action Complaint, including: (a) failure to pay all overtime wages; (b) failure to  
12 pay all minimum wages; (c) failure to provide all meal periods, or premium pay for non-  
13 compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for  
14 non-compliant rest periods; (e) failure to furnish accurate and complete itemized wage statements;  
15 (f) failure to timely pay all wages due or final wages due; (g) failure to pay all wages at the agreed-  
16 upon rate of pay; (h) all claims for unfair business practices that were premised on the facts,  
17 claims, causes of action or legal theories of relief pled in the operative complaint; and (i) all claims  
18 for civil penalties under PAGA that were alleged based on the claims, causes of action or legal  
19 theories described above or on any of the claims, causes of action or legal theories of relief  
20 pleaded in the operative complaint; and (j) all damages, penalties, interest, costs (including  
21 attorney’s fees) and other amounts recoverable under said claims or causes of action as to the  
22 facts and/or legal theories alleged (collectively, the “Released Claims”). The period of the Release  
23 shall extend to the limits of the time period from May 6, 2015 through February 15, 2020 (“Class  
24 Period”).

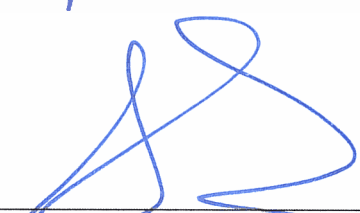
25 17. This document shall constitute a final judgment pursuant to California Rule of  
26 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final  
27 approval hearing, the court must make and enter judgment. The judgment must include a  
28 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the

1 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
2 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, and this Final  
3 Approval Order and Judgment. The Settlement Administrator shall give notice of this Judgment  
4 by posting this Final Judgment on its website.

5 18. The Settlement Administrator shall file a final report regarding distribution and  
6 uncashed checks by August 1, 2021. A Non-Appearance Case Review Re: Submission of the  
7 Final Report Re Disbursement is scheduled for 8/12, 2021 at 8:30  
8 a.m./p.m.

9 **IT IS SO ORDERED.**

10 Dated: 12/2, 2020

  
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Honorable Sunshine S. Sykes  
Judge of the Superior Court

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3 **PROOF OF SERVICE**

4 *Alfred Villarreal v. Spenuzza, Inc., et al.*  
5 Riverside County Superior Court Case No. RIC1902836

6 STATE OF CALIFORNIA )  
7 ) ss.  
8 COUNTY OF LOS ANGELES )

9 I am employed in the County of Los Angeles, State of California. I am over the age of  
10 18 and not a party to the within action; my business address is  2155 Campus Drive, Suite  
11 180, El Segundo, California 90245.

12 On November 17, 2020, I served the foregoing document(s) described as:

13 **[AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL**  
14 **APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

15 on the interested party(ies) in this action as follows:

16 John A. Mavros, Esq.  
17 Email: [jmavros@fisherphillips.com](mailto:jmavros@fisherphillips.com)  
18 Rebecca King, Esq.  
19 Email: [rking@fisherphillips.com](mailto:rking@fisherphillips.com)  
20 FISHER & PHILLIPS LLP  
21 2050 Main Street, Suite 1000  
22 Irvine, CA 92614  
23 Attorneys for Defendant SPENUZZA, INC.

24  (BY ELECTRONIC MAIL) Pursuant to Emergency Rule # 12 of the California Rules of  
25 Court, I sent the document(s) described above from the electronic service address  
26 [aclark@haineslawgroup.com](mailto:aclark@haineslawgroup.com) to the electronic service address(es) listed above.

27  (STATE) I declare under penalty of perjury under the laws of the State of California that  
28 the above is true and correct.

Executed on November 17, 2020, at El Segundo, California.



\_\_\_\_\_  
Aaron Clark