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15 individually and on behalf of all others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF RIVERSIDE**

18 YNESITA RAMIREZ, individually and on
19 behalf of all others similarly situated

20 Plaintiff,

21 vs.

22 ACT FULFILLMENT, INC., a California
23 corporation; and DOES 1 through 20,
24 inclusive,

25 Defendants.

Case No. RIC1809690

Assigned for All Purposes to:
Hon. Sunshine Sykes
Department 6

NOTICE OF ENTRY OF JUDGMENT

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on July 21, 2021, the Honorable Sunshine Sykes in Department 6
3 of the Riverside County Superior Court granted final approval of the class action settlement in this
4 action and issued Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the
5 Judgment.
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8 Dated: August 6, 2021

AEGIS LAW FIRM, PC

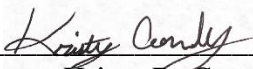
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10 By: 
11 Kristy R. Connolly
12 Attorney for Plaintiff
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EXHIBIT A

6/28/2021

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AUG 05 2021

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 02 2021

S. Salazar

CS

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

YNESITA RAMIREZ, individually and on
behalf of all others similarly situated

Plaintiff,

vs.

ACT FULFILLMENT, INC., a California
corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No. RIC1809690

*Assigned for All Purposes to:
Hon. Sunshine Sykes*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Date: July 21, 2021
Time: 8:30 a.m.
Dept: 6

1 This matter came on for hearing on July 21, 2021 at 8:30 a.m., in Department 6 of the
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 filed March 26, 2021, and the First Amended Joint Stipulation of Class Action Settlement
5 ("Settlement Agreement" or "Settlement"), a copy of which was filed on March 4, 2021 as Exhibit
6 1 to the Declaration of Kristy R. Connolly in support of Plaintiff's Motion for Preliminary
7 Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard March 10, 2021
11 and the instant Motion for Final Approval, the Court grants final approval of the Settlement and
12 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice of Class Action
14 Settlement, Exclusion Form, and Objection Cover Sheet ("Class Notice Packet") was sent to each
15 Settlement Class Member by first-class mail. These papers informed the Settlement Class of the
16 terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a) to
17 comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
18 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
19 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
20 provided by each of these procedures. One Class Member submitted an Objection Form to the
21 Settlement Administrator, but confirmed to the Settlement Administrator that it was done in error.
22 The following three Class Members who submitted Exclusion Forms are excluded from the
23 Settlement: Genoveva Garcia, Milagro Garcia, and Somphon Inkhamny.

24 2. The Court finds and determines that this notice procedure afforded adequate
25 protections to Settlement Class Members and provides the basis for the Court to make an informed
26 decision regarding approval of the Settlement based on the responses of the Settlement Class. The
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1 Court finds and determines that the notice provided in this case was the best notice practicable,
2 which satisfied the requirements of law and due process.

3 3. With respect to the Settlement Class and for purposes of approving this Settlement
4 only, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable
5 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
6 common to the Settlement Class, and there is a well-defined community of interest among
7 members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of
8 Class Representative Ynesita Ramirez are typical of the claims of the members of the Settlement
9 Class; (d) the Class Representative has fairly and adequately protected the interests of the members
10 of the Settlement Class; (e) a class action is superior to other available methods for an efficient
11 adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,
12 Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative
13 capacities for the Class.

14 4. The Court has certified a Settlement Class, as that term is defined in and by the
15 terms of the Settlement Agreement as all current and former non-exempt employees employed by
16 ACT Fulfillment, Inc. at any time during the Class Period of May 23, 2014 through March 1, 2020
17 and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

18 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

19 6. The Court hereby confirms Plaintiff Ynesita Ramirez as the Class Representative
20 in this Action.

21 7. The Court finds and determines that the terms set forth in the Settlement Agreement
22 are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to
23 its terms, having found that the Settlement was reached as a result of informed and non-collusive
24 arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
25 conducted extensive investigation, research, and discovery and that their attorneys were able to
26 reasonably evaluate their respective positions. The Court also finds that the Settlement will enable
27 the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks
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1 if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
2 provided as part of the Settlement and recognizes the significant value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 9. The Court finds and determines that the Individual Settlement Payments to be paid
8 to participating Settlement Class Members as provided for by the Settlement are fair and
9 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
10 made to the participating Settlement Class Members in accordance with the Settlement
11 Agreement.

12 10. The Court finds and determines that payment to the California Labor and
13 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
14 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
15 that the payment of that amount be paid in accordance with the Settlement Agreement.

16 11. The Court finds and determines that the fees and expenses in administrating the
17 Settlement incurred by Phoenix Settlement Administrators in the amount of \$12,000.00, are fair
18 and reasonable. The Court hereby gives final approval to and orders that the payment of that
19 amount in accordance with the Settlement.

20 12. The Court finds and determines the Class Representative Enhancement Payment
21 of up to \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator
22 to make this payment to the Plaintiff/Class Representative in accordance with the terms of the
23 Settlement Agreement.

24 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
25 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
26 the sum of \$163,333.33 and litigation costs of \$9,000. The Court finds such amounts to be fair
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1 and reasonable. The Court hereby orders the Settlement Administrator to make these payments
2 in accordance with the terms of the Settlement Agreement.

3 14. Without affecting the finality of this order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 15. Neither Defendant nor any related persons or entities shall have any further liability
7 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
8 as provided for by the Settlement Agreement.

9 16. Neither the making of the Settlement Agreement nor the entry into the Settlement
10 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any
11 claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
12 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
13 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
14 construed as an admission or concession by or against Defendants or any related person or entity.

15 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
16 under the Settlement or under this order, including the requirement that Defendants make
17 payment to the participating Settlement Class Members in accordance with the Settlement.

18 18. The Settlement Administrator shall mail the Individual Settlement Payments to
19 participating Settlement Class Members as provided in the Settlement Agreement with an
20 envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS
21 ENCLOSED." The settlement distribution checks shall be negotiable for at least 90 days but not
22 more than 180 days from the date of mailing.

23 19. The Settlement Administrator shall mail a reminder postcard to any class
24 members whose settlement distribution check has not been negotiated within 60 days after the
25 date of mailing.

26 20. If any of the participating Settlement Class Members are current employees of
27 Defendant, the distribution mailed to those employees is returned to the Settlement Administrator
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1 as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing
2 address, the Settlement Administrator shall arrange with Defendant to have those distributions
3 delivered to the employees at their place of employment.

4 21. Upon completion of administration of the Settlement, the Settlement
5 Administrator shall prepare a Final Report in the form of a declaration which shall describe (i)
6 the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii)
7 the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total
8 value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the
9 nature and date of the disposition of those unclaimed funds. The Final Report shall be filed with
10 the Court five (5) court days before the Final Report (Nonappearance) Hearing set for March 28,
11 2022 at 8:30 a.m. in Dept. 6.

12 22. The Court hereby enters final judgment in accordance with the terms of the
13 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
14 filed on March 26, 2021, and this Order.

15 23. Class Counsel shall file a Notice of Entry of Judgment, and provide the same to
16 the Settlement Administrator, who shall post the Order and Judgment on the Settlement
17 Administrator's website (www.phoenixclassaction.com) for sixty calendar days.

18 24. The Notice of Entry of Judgment shall state the following:

19 **"TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**
20 PLEASE TAKE NOTICE that on JUL 21 2021, the Honorable Sunshine Sykes
21 in Department 6 of the Riverside County Superior Court granted final approval of the
22 class action settlement in this action and issued Judgment. Attached hereto as **Exhibit A**
23 is a true and correct copy of the Judgment."

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1 25. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
3 costs.

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5 DATED: 7/27, 2021



Honorable Sunshine Sykes
JUDGE OF THE SUPERIOR COURT