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10 individually and on behalf of all others similarly situated

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF SAN JOAQUIN**

13 JEVelyn R. JOBRACK, et al.,

14 Plaintiff,

15 v.

16 YADAV, INC., and
17 VARRIS MANAGEMENT, INC.,

18 Defendants.

CASE NO.: STK-CV-UOE-2015-0004942

[Assigned for all purposes to the Hon. Linda L. Lofthus]

**NOTICE OF ENTRY OF ORDER ON
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

Date: October 26, 2016

Time: 9:00 a.m.

Dept: 11

Action Filed: June 2, 2015


Trial Date: None Set

19 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

20 PLEASE TAKE NOTICE THAT on October 26, 2016, the Court entered the attached
21 Order on Motion for Final Approval of Class Action Settlement and Judgment.
22

23 Date: October 26, 2016

24 LABOR LAW OFFICE, A.P.C.,

25 
26 _____
27 Michael L. Carver
28 Attorney for Plaintiff,
JEVelyn R. JOBRACK, individually and
on behalf of all others similarly situated

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Filed OCT 26 2016
ROSA JUNQUEIRO, CLERK

By AUCIA MARTIN
DEPUTY

7 Attorneys for Plaintiff JEVelyn R JOBRACK,
8 individually and on behalf of all others similarly situated

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF SAN JOAQUIN

11
12 JEVelyn R. JOBRACK, et al.,

13 Plaintiff,

14 v.

15 YADAV, INC., et al.,

16 Defendants.
17
18
19

CASE NO.: STK-CV-UOE-2015-0004942

~~(PROPOSED)~~ ORDER ON MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT

Date: October 26, 2016

Time: 9:00 a.m.

Dept: 11

Action Filed: June 2, 2015

Trial Date: Not Set

20 The above-referenced class action case ("Action") having come before the Court on
21 October 26, 2016, for an Order of Final Approval of Class Action Settlement and Judgment
22 ("Final Judgment"), consistent with the Court's Preliminary Approval Order ("Preliminary
23 Approval Order"), filed and entered on June 27, 2016, and as set forth in the parties Stipulation of
24 Class Action Settlement ("Agreement") between Plaintiff JEVelyn R. JOBRACK ("Plaintiff")
25 and Defendant YADAV, INC. and Defendant VARRIS MANAGEMENT, INC.
26 ("Defendant") (collectively the "Parties") in the above-referenced Action, and due and adequate
27 notice having been given to Class Members as required by the Preliminary Approval Order, and
28 the Court having considered all papers filed and proceedings had herein and otherwise being fully

1 informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND
2 DECREED THAT:

3 1. All terms used herein shall have the same meaning as defined in the Agreement.

4 2. Consistent with the definitions provided in the Agreement, the term Class Members
5 includes "all hourly employees, excluding store managers, who were employed by Defendants in
6 the State of California during the time period of June 2, 2011 through June 27, 2016 and who,
7 within the same workweek, worked at a Jack-in-the-Box restaurant operated by Defendant Yadav,
8 Inc. and worked at a Jack-in-the-Box restaurant operated by Defendant Varris Management, Inc."
9 The class excludes those persons who properly exclude themselves from the terms of the
10 Settlement;

11 3. For purposes of the Settlement and this Final Judgment, "Defendant" and/or the
12 "Released Parties" includes Defendant YADAV, INC. and Defendant VARRIS MANAGEMENT,
13 INC. and their parents, subsidiaries, affiliates, predecessors, successors, assigns, their members,
14 officials, owners, officers, directors, attorneys, agents, insurers, servants, representatives, current
15 and former employees, heirs, franchisors, and assigns of each of them, and any other person, firm
16 or entity now, previously, or hereafter affiliated in any manner with Defendants.

17 4. This Court has jurisdiction over the subject matter of this Action and over all
18 Parties to this Action, including Plaintiff.

19 5. Distribution of the Notice of Pendency of Class Action, Proposed Settlement and
20 Hearing ("Notice") and Claim Forms (collectively, the "Notice Packet") directed to Class
21 Members as set forth in the Agreement and the other matters set forth therein, has been completed
22 in conformity with the Preliminary Approval Order, including individual notice to all Class
23 Members who could be identified through reasonable effort, and the best notice practicable under
24 the circumstances. The Notice provided due and adequate notice of the proceedings and of the
25 matters set forth therein, including the proposed settlement set forth in the Agreement, to all
26 persons entitled to such notice, and the Notice fully satisfied the requirements of due process. All
27 Class Members and all Released Claims are covered by, included with and subject to the
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1 Agreement and this Final Judgment.

2 6. The Court hereby finds the Agreement was entered into in good faith and further
3 finds that the Settlement and Agreement are fair, reasonable and adequate and appear to be the
4 product of serious, informed, arm's length negotiations. The Court further finds that the
5 Agreement does not improperly grant preferential treatment to any individual or entity and that
6 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
7 action settlement under California law, including the provisions of California Code of Civil
8 Procedure Section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
9 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

10 7. The Court hereby approves the Settlement as set forth in the Agreement and finds
11 that the Settlement and Agreement are, in all respects, fair, adequate and reasonable, and directs
12 the Parties to effectuate the Settlement according to the terms outlined in the Agreement. The
13 Court finds that the Settlement or Agreement has been reached as a result of intensive, serious and
14 non-collusive arm's-length negotiations. The Court also finds that the Class is properly certified
15 for settlement purposes only.

16 8. As of the date of this Final Order and the Effective Date as set forth in the
17 Stipulation of Settlement, each and every Released Claim of each Class Member (and his or her
18 assigns, heirs, successors, and personal representatives) is and shall be deemed to be conclusively
19 released as against the Released Parties. All Class Members as of the date of this Final Order and
20 the Effective Date are hereby forever barred and enjoined from prosecuting the Released Claims
21 (as defined in the Stipulation of Settlement and as set forth below) against the Released Parties.
22 As of the date of this Final Order, and except as to such rights or claims that may be created by the
23 Settlement, Class Members and each member of the Class, fully releases and discharges the
24 Released Parties from any and all claims for overtime, penalties and related claims of the Class
25 Members reasonably arise out of the facts alleged in the pending action, including claims for
26 penalties under Labor Code Sections 203, 226, 510 and 2698, et seq. for the time period from June
27 2, 2011 through June 27, 2016, which were asserted or which could have been asserted in the
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1 Action that are based on the same predicate facts, including claims based on, arising out of, or in
2 any way relating or pertaining to all claims for the failure to pay overtime; all claims for the failure
3 to issue properly itemized wage statements pursuant to California Labor Code Section 226; all
4 claims that Defendant owed and failed to pay wages timely upon termination of employment;
5 interests, statutory penalties, including penalties recoverable under the Private Attorneys General
6 Act (PAGA) for violations related to the above categories of claims and allegations; and all claims
7 for unfair competition pursuant to California Business and Professions Code section 17200, et.
8 seq. arising from or related to the above categories of claims. By operation of this Order, each
9 Class Member shall be deemed to have, and by operation of the this Order shall have, expressly
10 waived and relinquished, the provisions, rights and benefits of Section 1542 of the California Civil
11 Code as to the Released Claims. The Released Claims do not include Workers' Compensation
12 claims.

13 9. Further, Class Members, including Plaintiff, waive, and relinquish any and all
14 rights and benefits that they may have with regard to the Release of Claims as further defined in
15 the Stipulation of Settlement.

16 10. Neither the Settlement nor the Agreement are admissions by any of the Released
17 Parties, nor is this Order a finding of the validity of any claims in the Action, or of any
18 wrongdoing by any of the Released Parties.

19 11. The Court hereby orders the Parties to act in accordance with and pursuant to the
20 terms set forth in the Agreement. Without affecting the finality of this Order in any way, the
21 Court hereby retains continuing jurisdiction over the interpretation, implementation and
22 enforcement of the Settlement and Agreement and all orders entered in connection therewith.

23 12. The Court hereby finds the sum of Sixty Eight Thousand Dollars (\$68,000.00)
24 Maximum Settlement Amount provided for under the Agreement, to be fair and reasonable. The
25 Court, therefore, orders Settlement Awards to be made and administered in accordance with the
26 terms of the Agreement to each Eligible Class Member who submits a Claim Form in accordance
27 with the Agreement.
28

1 13. The Court hereby confirms Labor Law Office, A.P.C., Michael L. Carver, Esq. as
2 Class Counsel for settlement purposes only.

3 14. Pursuant to the terms of the Agreement, and the authorities, evidence and
4 argument submitted by Class Counsel, the Court hereby awards Class Counsel fees of Seventeen
5 Thousand Dollars (\$17,000) and costs of Six Thousand Dollars (\$6,000.00) to be paid from the
6 Settlement as final payment for and complete satisfaction of any and all attorneys' fees and costs
7 incurred by and/or owed to Class Counsel as set forth in the agreement.

8 15. The Court also hereby approves named Plaintiff as Class Representative for
9 settlement purposes only and authorizes payment to Plaintiff JEVLYN R. JOBRACK, , a Class
10 Representative Service Fee of Three Thousand Dollars (\$3,000), and authorizes payment from the
11 Settlement Fund.

12 16. The Court also orders that Defendant shall pay from the Maximum Settlement
13 Amount, a Claims Administration Payment in the amount of Three Thousand Five Hundred
14 Dollars (\$3,500) be paid to the Claims Administrator Simpluris, Inc., for the costs of
15 administration.

16 17. The Court further orders a PAGA payment allocation from the Maximum
17 Settlement Amount in the sum of One Thousand Dollars (\$1,000) to pay penalties under the
18 California Private Attorneys General Act ("PAGA"), Labor Code sections 2699, et. seq., and
19 finds this amount to be reasonable. Of this amount, 75% shall be paid to the State of California,
20 Labor & Workforce Development Agency and 25% shall be paid to the aggrieved employees
21 pursuant to Labor Code Section 2699.

22 18. Simpluris Inc. shall post a copy of this signed Order and Judgment for thirty (30)
23 days on its website in compliance with California Rule of Court 3.771(b).

24 19. The proceeds from any uncashed checks shall be donated cy pres to, a non-profit
25 organization within 120 days after the Effective Date of this Settlement.

26 20. This Judgment shall not apply to any opt-out as those individuals were excluded
27 from the Class by timely and validly excluding themselves from the Settlement in accordance
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1 with the terms of the Agreement.

2 **IT IS SO ORDERED.**

3 Dated: OCT 26 2016, ~~2016~~

LINDA LOFTHUS

Judge of the Superior Court

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PROOF OF SERVICE

I declare that:

I am employed in the County of Butte, State of California. I am over the age of eighteen (18) years and am not a party to the within entitled cause. My business address is 1395 Ridgewood Drive, Suite 300, Chico, CA 95973.

I am familiar with the business practice at my place of business for collection and processing of documents for mailing with the United States Postal Service. Documents so collected and processed, with postage fully prepaid, will be deposited with the United States Postal Service that same day in the ordinary course of business.

On October 26, 2016, I served the within:

NOTICE OF ENTRY OF ORDER ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT

on the below persons by:

____ Facsimile;

____ Personal service;

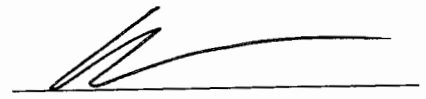
____ Electronic mail (e-mail);

X Placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, in the United States mail at Stockton, California addressed as follows:

____ Delivering them to an authorized courier authorized by the express service carrier to receive documents, in an envelope designated by the express carrier with delivery fees paid or provided for, deposited at Chico, California addressed as follows:

Dennis Huie
Aaron M. Scolari
ROGER, JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on October 26, 2016, at Stockton, California.



Michael L. Carver