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**Amended Final Order and Judgment Granting Final  
Approval of Class Action Settlement filed.**



NEW FILE

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 15 2020

BY   
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN BERNARDINO – SAN BERNARDINO DISTRICT

13 Consolidated Cases  
14 INCLUDED ACTIONS:

15 *David Soto et al. v. Envision Foods, LLC*  
16 *dba Jack in the Box; JIB Holdings I,*  
17 *LLC; and Desert Jack, LLC et al.*  
18 San Bernardino Superior Court  
19 Case No. CIVDS1602034

18 *Anthony Robles v. JIB Holdings I, LLC*  
19 San Bernardino Superior Court  
20 Case No. CIVDS1414104

21 *Ashly Stiffler et al. v. Envision Foods, LLC*  
22 *dba Jack In The Box, et al.*  
23 San Bernardino Superior Court  
24 Case No. CIVDS1903408

CASE NO. CIVDS1414104  
Previous Case No. CIVDS1602034

**CLASS ACTION**

[Assigned for All Purposes to Hon. David S. Cohn, Department S26]

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

Date: October 13, 2020  
Time: 10:00 a.m.  
Dept.: S26

1 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The Motion for Final Approval of Class Action Settlement came before this Court, the  
3 Honorable David S. Cohn presiding, on October 13, 2020. The Court having considered the papers  
4 submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. All terms used herein shall have the same meaning as defined in the Stipulation of Class  
6 Action Settlement (the "Settlement").

7 2. Consistent with the definitions provided in the Settlement, the term "Settlement Class"  
8 and "Settlement Class Members" shall mean all means all current and former employees of Defendants  
9 Envision Foods, LLC dba Jack in the Box; JIB Holdings I, LLC; and Desert Jack, LLC et al.  
10 (collectively, "JIB"), who worked for JIB as a non-exempt employee within the state of California at  
11 any time during the Settlement Period (defined as September 18, 2010, through and including  
12 November 15, 2019).

13 3. This Court has jurisdiction over the subject matter of these Actions and over all Parties  
14 to these Actions, including all Settlement Class Members.

15 4. The Court finds that the Settlement Class is properly certified as a class for settlement  
16 purposes.

17 5. The Class Notice provided to the Settlement Class conforms with the requirements of  
18 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of  
19 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law,  
20 and constitutes the best notice practicable under the circumstances, by providing individual notice to all  
21 Settlement Class Members who could be identified through reasonable effort, and by providing due and  
22 adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class  
23 Members. The Class Notice fully satisfied the requirements of due process.

24 6. The Court finds the Settlement was entered into in good faith, that the settlement is fair,  
25 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for  
26 final approval of this class action settlement under California law, including the provisions of California  
27 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

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1           7.       No Settlement Class Members have objected to the terms of the Settlement.

2           8.       One Settlement Class Member has requested exclusion from the Settlement Class. The  
3 Class Member who has requested exclusion from the Settlement Class has thus been excluded, is not  
4 entitled to a Settlement Share, and is not bound by the Judgment in the Actions.

5           9.       Upon entry of this Order, payment to the Participating Settlement Class Members shall  
6 be effectuated pursuant to the terms of the Settlement.

7           10.      In addition to any recovery that the Plaintiffs may receive under the Settlement as  
8 Settlement Class Members, and in recognition of each Plaintiff's efforts on behalf of the Settlement  
9 Class, the Court hereby approves the payment of a service fee award to Plaintiff David Soto in the  
10 amount of \$15,000.00 and service fee awards to Plaintiffs Ashly Stiffler and Anthony Robles in the  
11 amount of \$5,000 each.

12          11.      The Court approves the payment of attorneys' fees in the sum of \$1,250,000.00 and  
13 will issue a further order ruling on how the attorneys' fees are to be apportioned between Class  
14 Counsel, Matern Law Group P.C., and counsel of record for Plaintiff Anthony Robles. The Court  
15 also approves the reimbursement of litigation expenses in the sum of \$289,327.93 to MLG and in the  
16 sum of \$22,017.04 to Lawyers for Justice, PC. for a total of \$311,344.97.

17          12.      The Court approves and orders payment in the amount of \$51,500 to CPT Group, Inc.  
18 for performance of its settlement administration services.

19          13.      The Court approves the settlement of claims under the Labor Code Private Attorneys  
20 General Act of 2004 (California Labor Code section 2698 et seq.) in the total amount of \$150,000. The  
21 Court orders payment in the amount of \$112,500.00 to the State of California Labor and Workforce  
22 Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of  
23 2004 (California Labor Code section 2698 et seq.).

24          14.      In accordance with California Rule of Court 3.771(b), the Parties are ordered to give  
25 notice of this final Order and Judgment to all Settlement Class Members through the website  
26 established by the Settlement Administrator for this Settlement.

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1           15.     Excluding only the Settlement Class Member who requested exclusion as identified in  
2 Paragraph 8 above, upon final approval by the Court of the Settlement, and as of the Effective Date,  
3 Plaintiffs and each Settlement Class Members will release JIB, and each of their past, present, and  
4 future agents, employees, officers, directors, partners, trustees, shareholders, attorneys, parents,  
5 subsidiaries, related corporations, divisions, joint venturers, assigns, predecessors, successors,  
6 affiliated organizations, and all persons acting by or through or in concert with any of them, from  
7 all wage and hour claims, rights, demands, liabilities and causes of action, whether known or  
8 unknown, arising during the Class Period, that were asserted or could have been asserted in the  
9 Actions against JIB based on the facts alleged or ascertained during the pendency of the Actions,  
10 under federal and state laws, including statutory, or common law claims for wages, penalties,  
11 liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other  
12 relief under Business & Professions Code section 17200, et seq. based on the alleged Labor Code  
13 violations, including, without limitations, the following categories: (a) any and all claims  
14 involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged  
15 failure to pay employees for all hours worked, including but not limited to any claim for  
16 minimum, straight time, or overtime wages; (c) any and all claims involving any alleged failure to  
17 pay overtime wages; (d) any claim involving failure to include bonuses, other incentive pay, or  
18 compensation of any kind in the "regular rate" of pay; (e) any and all claims arising under state  
19 law involving any alleged failure to properly provide meal periods and/or authorize and permit  
20 rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to  
21 pay such premiums as required by Labor Code section 226.7; (f) any claim involving JIB's  
22 workday or workweek; (g) any claim involving travel time; (h) any and all claims arising under  
23 state law involving any alleged failure to properly provide meal periods and/or authorize and  
24 permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods,  
25 or to pay such premiums as required by Labor Code section 226.7; (i) any and all claims involving  
26 any alleged failure to keep accurate records or to issue proper wage statements to employees; (j)  
27 any and all claims involving any alleged failure to timely pay wages, including but not limited to  
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1 any claim that JIB violated Labor Code sections 201, 202, or 204, and any claim for waiting time  
2 penalties under Labor Code section 203; (k) any and all claims for unfair business practices in  
3 violation of Business and Professions Code sections 17200, et seq.; (l) any and all claims for  
4 necessary expenditures under Labor Code section 2802; and (m) any and all penalties pursuant to  
5 the PAGA arising out of any or all of the aforementioned claims. The Released Claims include all  
6 such claims arising under the California Labor Code (including, but not limited to, sections 201,  
7 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510,  
8 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802,  
9 and 2698 et seq.); the Wage Orders of the California Industrial Welfare Commission; California  
10 Business and Professions Code section 17200 et seq.; Civil Code section 3336; the California  
11 common law of contract. This release excludes the release of claims not permitted by law.

12         16.       In addition to the Settlement Class Released Claims, any and all Participating  
13 Settlement Class Members who cash, deposit or otherwise negotiate the check issued to them for their  
14 respective Settlement Share shall also fully release and discharge the Released Parties from any and all  
15 claims, causes of action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses,  
16 attorneys' fees, penalties, and damages (including but not limited to liquidated, exemplary, punitive, and  
17 statutory damages), under the Fair Labor Standards Act, 29 U.S.C. sections 201, et seq., whether  
18 suspected or unsuspected, contingent or accrued, known or unknown, that have been pled or could have  
19 been pled based upon the factual allegations and issues set forth in the Actions, for any acts occurring  
20 during the Settlement Period. Each check to a Participating Settlement Class Member will carry a  
21 legend as follows: "By endorsing and cashing or depositing this check, I agree to the release of any and  
22 all claims that I may have against JIB under the federal Fair Labor Standards Act pursuant to the terms  
23 of the Settlement." The validity of the release in this paragraph shall not be impaired by any action  
24 taken by a Participating Settlement Class Member who disputes such legend, such as, for example, by  
25 crossing out such legend or signing the check "without prejudice." Notwithstanding the legend and  
26 consistent with the terms of this Settlement, all Participating Settlement Class Members will be bound  
27 by the Settlement Class Released Claims regardless of whether or not the Participating Class Member  
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1 actually receives a check representing his or her respective Settlement Share, or cashes, deposits or  
2 otherwise negotiates the check representing his or her respective Settlement Share.

3 17. Upon the Effective Date, all Settlement Class Members, except the excluded individual,  
4 shall be and are hereby permanently barred from the initiation or prosecution of any and all of the  
5 claims released under the terms of the Settlement.

6 18. Upon completion of administration of the Settlement, the parties shall file a declaration  
7 stating that all claims have been paid and that the terms of the Settlement have been completed. In the  
8 event that any un-cashed or abandoned checks must be distributed to the Unclaimed Property Fund,  
9 following the check negotiation period, the Settlement Administrator will cancel the tax documents  
10 associated with those un-cashed or abandoned checks, and the Parties will submit to the Court a revised  
11 Judgment that states the final disposition of all amounts under this Settlement, including the aggregate  
12 amount of all uncashed checks and any accrued interest, in compliance with California Code of Civil  
13 Procedure § 384. Any revised Judgment shall require that all unclaimed funds and any accrued interest  
14 shall be distributed to the Unclaimed Property Fund, so that no additional funds from this Settlement  
15 remain in the custody of the Settlement Administrator.

16 19. This Judgment is intended to be a final disposition of the Actions in their entirety, and is  
17 intended to be immediately appealable.

### 18 JUDGMENT

19 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be  
20 entered whereby the Plaintiffs and all Settlement Class Members shall take nothing from JIB, except as  
21 expressly set forth in the Settlement, which was previously filed, as part of Plaintiffs' Motion for  
22 Preliminary Approval of the Class Action Settlement.

23 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California  
24 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,  
25 Settlement Class Members, and JIB, for the purposes of:


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- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

**IT IS SO ORDERED.**

DATED: 10/15/20

  
\_\_\_\_\_  
HON. DAVID COHN  
JUDGE OF THE SUPERIOR COURT