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Attorneys for Plaintiff
EVELYN FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

EVELYN FLORES, individually and on
behalf of others similarly situated, and as an
Aggrieved Employee and Private Attorney
General,

Plaintiff,

vs.

BARRIOS FOODS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2020-00022485-CU-OE-CTL

*Assigned for all purposes to Hon. Richard E. L.
Strauss, Department C-75*

NOTICE OF ENTRY OF JUDGMENT

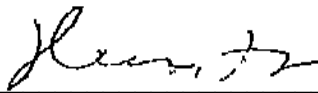
Complaint filed: June 30, 2020
Trial: None Set

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

2 PLEASE TAKE NOTICE that on April 22, 2022, the Honorable James A. Mangione, in
3 Department C-75 in the above-entitled Court, located at 330 W. Broadway, San Diego, California
4 92101, held a hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
5 Settlement. Following the hearing, the Court granted Plaintiffs' Motion for Final Approval and
6 signed the proposed final order and judgment. Attached hereto as **Exhibit A** is a true and correct
7 copy of the Final Order and Judgment executed and entered by the Court on April 22, 2022.

8
9 Dated: May 10, 2022

PROTECTION LAW GROUP, LLP

10
11 By: 

12 Heather Davis
13 Amir Nayebdadash
14 Luke Clapp
15 *Attorneys for Plaintiff*
16 EVELYN FLORES
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EXHIBIT A

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Attorneys for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/22/2022 at 02:19:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EVELYN FLORES, individually, and on
behalf of others similarly situated, and as a
private attorney general;

Plaintiff,

vs.

BARRIOS FOODS, INC., a California
Corporation and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2020-00022485-CU-OE-CTL

Dept.: C-75

CLASS ACTION

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: April 8, 2022

Hearing Time: 9:00 a.m.

Dept.: C-75

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1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Plaintiff Evelyn Flores is confirmed as the Class Representative, and Heather Davis and Amir Nayebdadash of Protection Law Group, LLP are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, and approved by the Court and the notice process has been completed in conformity with the Court's Orders. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements of

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

2 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
3 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
4 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards
5 and applicable requirements for final approval of this class action settlement under California
6 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
7 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
8 *Court*, 4 Cal.3d 800, 821 (1971).

9 6. The Court hereby approves the settlement set forth in the Settlement Agreement
10 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
11 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
12 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
13 Court further finds that the Parties have conducted extensive investigation and research, and
14 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
15 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
16 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
17 the benefits that are being granted as part of the Settlement and recognizes the significant value
18 to the Class Members. The Court also finds that the Class is properly certified as a class for
19 settlement purposes only.

20 7. Upon the funding of the Gross Settlement Amount and all employer-side payroll
21 taxes by Defendant, Participating Class Members shall release and discharge Defendant Barrios
22 Foods, Inc. as named by Plaintiff in the operative complaint, and its current and former owners,
23 officers, directors, members, operators, managers, employees, agents, representatives,
24 subsidiaries, parents, affiliates, predecessors, successors, joint venturers, co-owners, co-
25 employers, joint employers, payroll providers, attorneys, insurers, and reinsurers (collectively the
26 “Released Parties”) from any and all claims alleged or which could have been alleged based on
27 the facts alleged in the operative complaint in the Action including the following claims: (i)
28 unpaid overtime; (ii) failure to provide meal breaks or meal period premiums in lieu thereof; (iii)

1 failure to provide rest periods or rest period premiums in lieu thereof; (iv) unpaid minimum
2 wages; (v) final wages not timely paid; (vi) wages not timely paid during employment; (vii) failure
3 to provide accurate wage statements; (viii) failure to keep requisite payroll records; (ix) unfair
4 business practices under Business and Professions Code § 17200 based on the aforementioned
5 alleged Labor Code violations; and (x) all claims under the California Labor Code Private
6 Attorneys General Act of 2004 based on the aforementioned Labor Code violations (the
7 “Released Claims”) that arose between June 30, 2016, and August 11, 2021 (the “Class Period”).
8 All PAGA Members, the LWDA, and the State of California shall release all claims under PAGA
9 for the PAGA Period which could have been alleged based on the allegations contained in notice
10 letter sent by Plaintiff to the California Labor Workforce & Development Agency and Defendant
11 on June 9, 2020. All PAGA Members shall release all claims arising under PAGA during the
12 PAGA Period which could have been alleged based on the allegations contained in notice letter
13 sent by Plaintiff to the California Labor Workforce & Development Agency and Defendant on
14 June 9, 2020, regardless of their decision to participate in the class settlement.

15 8. The Court finds that there have been no requests for exclusion to the Settlement.
16 The deadline to request to be excluded from the Settlement was April 1, 2022.

17 9. The Court finds that there have been no objections to the Settlement. The deadline
18 to submit a written objection to the Settlement was April 1, 2022.

19 10. Pursuant to the terms of the Settlement, the Court orders that within thirty (30)
20 days of Final Approval of the Settlement Defendant deposit the Gross Settlement Amount of
21 \$750,000.00 into a Qualified Settlement Fund to be established by ILYM Group, Inc.
22 (“Settlement Administrator”), as provided for in the Settlement Agreement.

23 11. Pursuant to the terms of the Settlement Agreement within seven (7) days of the
24 complete funding of the Settlement the Court orders the Settlement Administrator to issue the
25 payments set forth in this Order and Judgment including: (a) individual settlement payments to
26 the Participating Class Members and PAGA Members; (b) the PAGA Payment to the Labor and
27 Workforce Development Agency; (c) the Class Representatives Incentive Payment; (d) Class
28 Counsel’s Fees and Costs; and (e) the costs of settlement administration.

1 12. The Court finds that the Class Representative Incentive Payment, as provided for
2 in the Settlement, is fair, reasonable, and adequate, and approves and orders the payment of
3 \$7,500.00 to Plaintiff Evelyn Flores in accordance with the terms of the Settlement.

4 13. The Court finds that attorneys' fees in the amount of \$262,500.00 and actual
5 litigation costs of \$14,224.11 for Class Counsel are fair and reasonable and orders that the
6 Settlement Administrator distribute these payments to Class Counsel in accordance with the terms
7 of the Settlement.

8 14. The Court orders that the Settlement Administrator be paid \$12,500.00 from the
9 Gross Settlement Amount for all of its work done and to be done until the completion of this
10 matter and finds that sum appropriate.

11 15. The Court hereby approves and orders payment in the amount of \$26,250 (75% of
12 \$35,000 allocated towards PAGA Penalties) from the Gross Settlement Amount to the California
13 Labor and Workforce Development Agency for penalties arising under the Private Attorneys
14 General Act of 2004 (PAGA). The remaining \$8,750 (25% of \$35,000) shall be distributed to
15 PAGA Members on a pro rata basis as set forth in the Agreement.

16 16. The Court hereby approves and orders payment of individual settlement payments
17 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
18 forth in the Agreement.

19 17. The Court also hereby approves and orders that any checks distributed from the
20 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
21 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
22 California State Controller's Office and held in trust for such Participating Class Members
23 pursuant to California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

24 18. Provided the Settlement becomes effective under the terms of the Agreement, the
25 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
26 payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

27 19. Neither the Settlement nor any of the terms set forth in the Settlement is an
28 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of

1 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
2 Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein,
3 nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an
4 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
5 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
6 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
7 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
8 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
9 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
10 the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement
11 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action,
12 or submit in any other proceeding, the Final Order, the Agreement, and any other papers and
13 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
14 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
15 the Released Claims.

16 20. Without affecting the finality of this Judgment, the Court shall retain continuing
17 jurisdiction over this action and the parties, including all Class Members, and over all matters
18 pertaining to the implementation and enforcement of the terms of the Settlement pursuant to
19 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
20 as provided to the contrary herein, any disputes or controversies arising with or with respect to
21 the interpretation, enforcement, or implementation of the Settlement shall be presented to the
22 Court for resolution

23 **IT IS SO ORDERED.**

24 Dated: 4/22/22

25 By: 
Judge James A. Mangione
26 JUDGE OF THE SUPERIOR COURT
27
28