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5 Attorneys for Plaintiff,
MARTHA HERNANDEZ, on behalf of herself and
6 all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**
10

11 MARTHA HERNANDEZ, on behalf of
himself and all others similarly situated,

12
13 Plaintiffs,

14 v.

15 FEAST FOODS, LLC, a Delaware limited
liability company; and DOES 1 through 100,
16 Inclusive

17 Defendants.
18
19 _____

CASE NO.: 20STCV03485

[Assigned for all purposes to the Hon.
Kenneth R. Freeman - Dept. "14"]

REVISED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD

DATE: November 3, 2022
TIME: 10:00 a.m.
DEPT.: 14

20
21 This matter having come before the Court for final fairness hearing of the class settlement
22 upon the terms set forth in the Joint Stipulation Re: Class Action and Representative Settlement
23 Agreement and Amendment to Joint Stipulation of Class Action Settlement ("Settlement
24 Agreement") submitted in support of Motion for Preliminary Approval of Class Settlement; and
25 due and adequate notice having been given to the Class Members as required in Preliminary
26 Approval Order and the Court having considered all papers filed and proceedings had herein and
27 otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED,**
28 **ADJUDGED AND DECREED THAT:**

1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

3
4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

6
7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

9
10 4. Distribution of the Legal Notice ("Class Notice") directed to the Class Members as
11 set forth in the Settlement Agreement and the other matters set forth herein have been completed
12 in conformity with the Preliminary Approval Order, including individual notice to all Class
13 Members who could be identified through reasonable effort, and was the best notice practicable
14 under the circumstances. This Class Notice provided due and adequate notice of the proceedings
15 and of the matters set forth therein, including the proposed class settlement set forth in the
16 Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
17 satisfied the requirement of due process.

18
19 5. No Class Member opted-out of the settlement. No Class Member objected to the
20 settlement.

21
22 6. The Court further finds that the settlement is fair, reasonable and adequate and that
23 plaintiffs have satisfied the standards and applicable requirements for final approval of class
24 action settlement under California law, including the provisions of California Code of Civil
25 Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state
26 courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

27 ///

28 ///

1 7. This Court hereby approves the class and PAGA settlement set forth in the
2 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and
3 reasonable and directs the parties to effectuate the settlement according to its terms. The Court
4 finds that the settlement has been reached as a result of intensive, serious and non-collusive arms
5 length negotiations. The Court further finds that the parties have conducted extensive and costly
6 investigation and research and counsel for the parties are able to reasonably evaluate their
7 respective positions. The Court also finds that settlement at this time will avoid additional
8 substantial costs, as well as avoid the delay and risks that would be presented by the further
9 prosecution of the action. The Court has noted the significant benefits to the Class Members and
10 PAGA Group Members under the settlement. The Court also finds that the class is properly
11 certified as a class for settlement purposes only.

12
13 8. For settlement purposes only, the Court certifies the following class: All non-
14 exempt, hourly paid California employees employed by FEAST FOODS, LLC (“Defendant”)
15 during the time period from April 3, 2017 to June 24, 2021.

16
17 9. For settlement purposes, PAGA Group Members are defined as: All non-exempt,
18 hourly-paid California employees employed by Defendant during the period from January 28,
19 2019 to June 24, 2021.

20
21 10. Class Members, except those that have submitted a valid and timely request to be
22 excluded from the Settlement Agreement, release Defendant, its past, present and/or future
23 owners, officers, directors, managing agents, trustees, payroll processors, independent contractors,
24 members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders,
25 successors, predecessors and agents, Defendant’s past, present, and/or future parent, subsidiary, or
26 affiliated entities, DBAs and franchisors, and each of their owners, officers, directors, managing
27 agents, trustees, payroll processors, independent contractors, members, managers, employees,
28 attorneys, insurers, assigns, shareholders, successors, predecessors and agents

1 (“Released Parties”) from any and all claims, damages or causes of action alleged in, or arising out
2 of, the allegations in the Complaint filed in this Action, which were alleged or that could have
3 been alleged by MARTHA HERNANDEZ (“Plaintiff”) in such complaints based on any of the
4 factual allegations contained in such complaints, including, but not limited to, claims under state,
5 or local law, including, but not limited to claims for the failure to pay minimum wages, claims for
6 the failure to pay overtime wages, claims related to missed meal and rest breaks or periods and
7 nonpayment of premium pay for such, failure to comply with itemized employee wage statement
8 provisions, failure to pay wages due at separation. The Released Claims specifically include, but
9 are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 226,
10 226.7, 510, 512, 1194, 1194.2, 1197, 1199, the applicable Wage Orders of the California
11 Industrial Welfare Commission, California Business and Profession Code 17200, et seq. based on
12 the alleged Labor Code violations, and California common law, interest and claims for attorney’s
13 fees relating in any way to those claims alleged and mentioned in the complaint(s) (“Released
14 Claims”).

15
16 11. PAGA Group Members released any and all claims for civil penalties under
17 PAGA based on the labor code violations alleged in the PAGA Notice sent by Plaintiff to the
18 LWDA; those being California Labor Code Section 201, 202, 203, 226, 226.7, 510, 512, 1194,
19 1194.2, 1197, 1199, 2698, et seq., as well as all facts, theories, or claims for civil penalties that
20 would be considered administratively exhausted under applicable law by the PAGA Notice
21 Plaintiff sent to the LWDA (“Released PAGA Claims”).

22
23 12. Nothing contained in this Settlement Agreement shall be construed or deemed an
24 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
25 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
26 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
27 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
28 interpret, or enforce its terms.

1 13. The Settlement Agreement provides for the “Gross Settlement Amount” in the
2 amount of \$595,000. From the Gross Settlement Amount individual settlement payments to Class
3 Members, Court approved attorneys’ fees and costs, the claims administrative costs, the class
4 representatives enhancement fee, and payment to the LWDA for PAGA penalties in the amount of
5 \$22,500 shall be deducted. Employer payroll taxes due on wage payments under the Settlement
6 Agreement shall be paid separately by Defendant, in addition to the Gross Settlement Amount.
7 The payment of the settlement funds by Defendant and payment of individual settlement checks to
8 Class Members and PAGA Group Members will be made as set forth in the Settlement
9 Agreement.

10
11 14. The Net Settlement Amount means the portion of the Gross Settlement
12 Amount, less the amounts approved and awarded for attorneys’ fees and costs, litigation costs, the
13 service award to Plaintiff, the payment to the LWDA and cost of administration. Additionally,
14 based on the escalator provision at paragraph 45 of the Settlement Agreement, Defendant shall
15 increase the Net Settlement Amount by \$1,522.10 to account for the additional 310 workweeks.

16
17 15. The Court hereby awards Class Counsel attorneys’ fees in the total amount of
18 \$198,333.33 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
19 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$11,441
20 to be deducted from the Gross Settlement Amount. Attorneys’ fees and costs will be paid by the
21 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
22 Agreement.

23
24 16. The Court hereby approves an enhancement fee to Plaintiff in the amount of
25 \$7,500. Payment for the enhancement fee will be paid by the Settlement Administrator from the
26 Gross Settlement Amount as set forth in the Settlement Agreement.

1 17. The Court hereby approves the settlement administrator's fees and cost in the
2 amount of \$14,200. The Settlement Administrator, Simpluris, Inc., shall be paid the cost of
3 administration of the settlement from the Gross Settlement Amount.

4
5 18. Except as expressly provided herein, the parties each shall bear all of their own fees
6 and costs in connection with this matter.

7
8 19. The Court approves Plaintiff as class representative.

9
10 20. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
11 Nourmand Law Firm, APC as class counsel.

12
13 21. The Court approves Simpluris, Inc. as the Settlement Administrator.

14
15 22. Upon completion of administration of the settlement, the claims administrator shall
16 execute a declaration with a final reporting with respect to the final distribution and payment of
17 the individual settlement payments to participating Class Members. A non-appearance case
18 review regarding the status of the declaration from the claims administrator is set for
19 August 4, 2023, at 4:00 ~~a.m.~~/p.m. in Department 14 of the above-entitled Court.

20
21 23. The Court finds that class and PAGA settlement on the terms set forth in the
22 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
23 compromise of the released claims against Defendant.

24
25 24. The Court finds the class and PAGA settlement on the terms set forth in the
26 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
27 compromise of the released claims against Defendant. Without affecting the finality of the
28 Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation,

1 implementation and enforcement of the settlement and all orders and judgments entered in
2 connection therewith.

3 **IT IS SO ORDERED.**

4 DATED: 01/19/2023, ~~2022~~



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman", is written over a horizontal line.

Kenneth R. Freeman / Judge

HONORABLE KENNETH R. FREEMAN
LOS ANGELES COUNTY SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On November 10, 2022, I served the following document(s) described as:

6 **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
ENHANCEMENT AWARD

8 on the interested parties in this action as follows:

9 Michael J. O'Connor, Jr., Esq.
Geoffrey D. La Val, Esq.
10 ATKINSON ANDELSON LOYA RUUD & ROMO
4275 Executive Square, Suite 700
11 La Jolla, California 92037

12 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
13 true and correct copy of the above listed document(s) to be served by electronic transmission to
the parties and/or counsel who are registered above and set forth in said service list.

14 I declare under penalty of perjury under the laws of the State of California that the above is
15 true and correct and that this Proof of Service was executed on November 10, 2022, at Beverly
Hills, California.

16
17 /s/ Alejandra Beltran
18 Alejandra Beltran
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