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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JAKARI WILSON, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

WHOLESOME HARVEST
BAKING, LLC, a Limited Liability
Company; BIMBO BAKEHOUSE
LLC, a Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. **4:20-cv-05186-YGR**

Assigned to:
Hon. Yvonne Gonzalez Rogers

[PROPOSED] ORDER:

- (1) GRANTING FINAL APPROVAL
OF SETTLEMENT; AND**
- (2) ENTERING FINAL JUDGMENT**

1 On September 13, 2022, a hearing was held on the motion of Plaintiff
2 Jakari Wilson (“Plaintiff”) for final approval of the class and representative action
3 settlement (the “Settlement”) with Defendants Wholesome Harvest Baking, LLC
4 and Bimbo Bakehouse LLC (“Defendants”) (Plaintiff and Defendants hereinafter,
5 the “Parties”), approval of the resolution of the PAGA claim and the PAGA
6 Payment, and approval of the payments to the Class, the Plaintiff, Class Counsel,
7 and the Settlement Administrator.

8 The Parties have submitted their Settlement, which this Court
9 preliminarily approved by its December 17, 2021 order (Docket No. 43) (the
10 “Preliminary Approval Order”). In accordance with the Preliminary Approval
11 Order, Class Members have been given notice of the terms of the Settlement and
12 the opportunity to comment on or object to it or to exclude themselves from its
13 provisions.

14 Having received and considered the Settlement, the supporting papers
15 filed by the Parties, and the evidence and argument received by the Court before
16 entering the Preliminary Approval Order and at the final approval hearing, the
17 Court grants final approval of the Settlement, enters this Order and Judgment, and
18 HEREBY ORDERS and MAKES DETERMINATIONS as follows:

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20 1. Except as otherwise specified herein, the Court for purposes of this
21 Final Approval Order adopts all defined terms set forth in the Joint Stipulation of
22 Class and Representative Action Settlement (“Agreement”).

23 2. The Court has jurisdiction over this Action and the Settlement pursuant
24 to 28 U.S.C. sections 1132(a) and 1332(d).

25 3. In the Preliminary Approval Order, this Court certified the Class for
26 settlement purposes only. For settlement purposes only, the Court confirms the
27 certification of the Class which is defined as all individuals who are or previously
28 were employed by Defendants in California who were classified as non-exempt

1 employees during the period June 1, 2016 to April 14, 2021 (the “Class Period”).
2 The individual who requested exclusion is: Miguel Nuno.

3 4. Pursuant to the Preliminary Approval Order and the Order dated
4 March 30, 2022 [Doc. No. 45], the Notice of Pendency of Class Action Settlement
5 and Hearing Date for Court Approval (“Class Notice”) was sent to each Class
6 Member by first-class mail. The Class Notice informed Class Members of the
7 terms of the Settlement, their right to receive a Settlement Share, their right to
8 comment on or object to the Settlement and/or the attorneys’ fees and costs, their
9 right to elect not to participate in the Settlement and pursue their own remedies, and
10 their right to appear in person or by counsel at the Final Approval Hearing and be
11 heard regarding approval of the Settlement. Adequate periods of time were
12 provided by each of these procedures.

13 5. The Court finds and determines that this notice procedure afforded
14 adequate protections to Class Members and provides the basis for the Court to
15 make an informed decision regarding approval of the Settlement based on the
16 responses of Class Members. The Court finds and determines that the Class Notice
17 provided in this case was the best notice practicable, which satisfied the
18 requirements of law and due process.

19 6. No Class Members filed written objections to the proposed Settlement
20 as part of this notice process.

21 7. For the reasons stated in the Preliminary Approval Order, the Court
22 finds and determines that the terms of the Settlement are fair, reasonable, and
23 adequate to the Class and to each Class Member and that the Participating Class
24 Members will be bound by the Settlement, that the Settlement is ordered finally
25 approved, and that all terms and provisions of the Settlement should be and hereby
26 are ordered to be consummated.

27 8. The Court finds and determines that the Gross Settlement Amount in
28 the maximum amount of One Million Seven Hundred Fifty Thousand Dollars

1 (\$1,750,000) and the Settlement Shares to be paid to the Participating Class
2 Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby grants final approval to and orders the payment of those amounts be
4 distributed to the Participating Class Members out of the Net Settlement Amount in
5 accordance with the Agreement. Pursuant to the terms of the Agreement, the
6 Settlement Administrator is directed to make the payments to each Participating
7 Class Member in accordance with the Agreement. If a Participating Class Member
8 fails to cash or deposit their Settlement check within 180 days of mailing, including
9 if a Settlement check is returned undeliverable and a valid mailing address cannot
10 be ascertained, the Settlement check shall be sent to the California Controller's
11 Unclaimed Property Fund. Participating Class Members who fail to cash their
12 check within 180 calendar days of mailing will still be bound by the Settlement,
13 including the Released Class Claims and Released PAGA Claims, and this
14 Judgment.

15 9. The Court finds and determines that the fees and expenses of the
16 Settlement Administrator (ILYM Group) in administering the settlement, in the
17 amount of \$14,594 [not to exceed \$20,000], are fair and reasonable. The Court
18 hereby grants final approval to and orders that the payment of that amount be paid
19 out of the Gross Settlement Amount in accordance with the Agreement.

20 10. The Court finds and determines that the request by Plaintiff and Class
21 Counsel to the Class Representative Service Payment and the attorneys' fees and
22 costs pursuant to the Agreement are fair and reasonable. The Court hereby grants
23 final approval to and orders that the payment of the amounts of \$10,000 to the
24 Plaintiff for his Class Representative Service Payment [not to exceed \$10,000],
25 \$583,333 for attorneys' fees to Class Counsel [not to exceed \$583,333], and
26 \$16,477.55 for reimbursement of costs [not to exceed \$30,000] be paid out of the
27 Gross Settlement Amount in accordance with the Settlement.
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1 11. Upon the Effective Date, all Participating Class Members will release
2 Defendants and the Released Parties from any and all wage and hour claims,
3 obligations, demands, actions, rights, causes of action, and liabilities (including
4 state statutory and common law claims) alleged in the Action, or that could have
5 been alleged based on the facts alleged in the Action, that arose during the Class
6 Period, including: (a) failure to pay overtime; (b) failure to pay minimum wages;
7 (c) failure to timely pay wages during employment; (d) failure to pay final wages
8 on termination; (e) failure to provide accurate itemized wage statements; (f) failure
9 to provide compliant meal and rest periods; (g) failure to pay meal and rest period
10 premiums; (h) failure to reimburse for business-related expenses; (i) failure to pay
11 wages due to discharged and quitting employees; (j) failure to maintain required
12 records; (k) claims that are or were asserted or that could have been asserted based
13 on the facts alleged in the Action; and (l) penalties (including civil and statutory
14 penalties, including penalties under PAGA), liquidated damages, punitive damages,
15 interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional
16 damages which allegedly arise from the claims described in (a) through (k) above
17 under any applicable law, which arose during the Class Period, and expressly
18 excluding all other claims, including claims for wrongful termination,
19 unemployment insurance, disability, social security, workers' compensation, and
20 class claims outside of the Class Period and PAGA claims outside of the PAGA
21 Period ("Released Class Claims").

22 12. For purposes of clarity, the Released Class Claims specifically include
23 the following claims: Statutory Claims: any and all claims based on the facts
24 alleged in this action arising under the Cal. Labor Code, including, §§ 201-204,
25 210, 218.6, 221-224, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5,
26 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2800, 2802, 2698-
27 2699.5, Cal. Business & Professions Code §§ 17200 *et seq.*, Cal. Civil Code §§
28 3287-3288, and Cal. Code of Civil Procedure §1021.5, to the extent that such

1 claims arise out of the alleged facts, circumstances, and occurrences underlying the
2 allegations as set forth in this Action, including any versions of the complaints.
3 Common Law and/or Equitable Claims: Any and all common law or equitable
4 claims, under any theory whatsoever, to the extent that such claims arise out of the
5 alleged facts, circumstances, and occurrences underlying the allegations as set forth
6 in the Action, including any versions of the complaints.

7 13. The release of the Released Class Claims shall be effective as to all
8 Participating Class Members regardless of whether they objected to the Settlement
9 and/or cash their check for their individual Settlement Share. The Court hereby
10 orders that Plaintiff and Class Members who did not timely object to the Settlement
11 are barred from prosecuting or pursuing any appeal of the Court's final approval of
12 the Settlement and Judgment.

13 14. Pursuant to the terms of the Agreement, as of the Effective Date,
14 Plaintiff generally, releases and discharges Defendants and the Released Parties
15 from any and all claims, transactions or occurrences between them that occurred
16 during the Class Period ("Plaintiff's Released Claims"). This release of Plaintiff's
17 Released Claims releases Defendants and the Released Parties from any claim that
18 Plaintiff could maintain in any action against any Released Party that occurred
19 during the Class Period. Notwithstanding the foregoing, this waiver and release of
20 claims does not extend to any rights which as a matter of law cannot be waived and
21 released by private agreement, including rights to sue to enforce this Agreement
22 and rights to vested benefits, unemployment benefits, disability benefits, social
23 security benefits, workers' compensation benefits and claims outside the Class
24 Period.

25 15. The PAGA Payment is approved, which is to be distributed as set forth
26 in the Agreement. As of the Effective Date, the Aggrieved Employees will release
27 Defendants and the Released Parties from all PAGA claims for civil penalties
28 alleged in any versions of the complaints filed in the Action and letters to the

1 LWDA which arose during the PAGA Period, excluding all other claims and
2 PAGA claims outside of the PAGA Period (“Released PAGA Claims”). The
3 PAGA Period was revised to June 1, 2019 to April 14, 2021 [Doc. No. 45]. The
4 release of the Released PAGA Claims shall be effective as to all Aggrieved
5 Employees regardless of whether an Aggrieved Employee submitted a request for
6 an exclusion from the Class, objected to the Settlement, and/or cash their check(s)
7 for their individual Settlement Share and/or allocation of the PAGA Payment. This
8 Action shall be dismissed with prejudice as to the Released PAGA Claims in their
9 entirety as to all Aggrieved Employees.

10 16. Plaintiff and all other Class Members, except the Class Member who
11 requested exclusion, as identified above, are hereby enjoined from filing or
12 prosecuting any other cases, claims, suits, and/or administrative proceedings
13 involving the Released Class Claims. Plaintiff and all other Class Members are
14 hereby enjoined from filing or prosecuting any other cases, claims, suits, and/or
15 administrative proceedings involving the Released PAGA Claims.

16 17. Nothing in this order shall preclude any action to enforce the Parties’
17 obligations under the Settlement or under this Order, including the requirement that
18 Defendants make payment in accordance with the Agreement.

19 18. If, for any reason, the Effective Date (as defined by the Settlement)
20 does not occur, this Order will be vacated; the Parties will return to their respective
21 positions in this action as those positions existed immediately before the Parties
22 executed the Agreement; and nothing stated in the Agreement or any other papers
23 filed with this Court in connection with the Settlement will be deemed an admission
24 of any kind by any of the Parties or used as evidence against, or over the objection
25 of, any of the Parties for any purpose in this action or in any other action.

26 19. The Parties entered into the Settlement solely for the purpose of
27 compromising and settling disputed claims. Defendants in no way admit any
28 violation of law or any liability whatsoever to Plaintiff, the Class, and/or the

1 Aggrieved Employees, individually or collectively, all such liability being
2 expressly denied by Defendants.

3 20. Without affecting the finality of this Final Approval Order in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation,
5 administration, implementation, effectuation and enforcement of this Order and the
6 Settlement.

7 21. Each side will bear its own costs and attorneys' fees except as
8 provided by the Settlement and this Order.

9 22. By means of this Order, this Court hereby enters final judgment in this
10 action, as defined in Rule 58(a)(1), Federal Rules of Civil Procedure, and this
11 document shall constitute a Judgment. This Judgment may not be construed, or be
12 used, as an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants.

14 23. The Parties are hereby ordered to comply with the terms of the
15 Agreement. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a
16 copy of this Judgment to the LWDA within ten (10) calendar days of its execution
17 and entry by the Court.

18 24. This Action is dismissed with prejudice as to the claims released by the
19 Settlement.

20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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22 DATED: _

23 HON. YVONNE GONZALEZ ROGERS
24 U.S. DISTRICT COURT JUDGE
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