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Attorneys for Plaintiff
LAZARO SANDOVAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LAZARO SANDOVAL, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

WEST PICO FOODS, INC., a California
Corporation; and WEST PICO
DISTRIBUTORS, LLC, a California limited
liability company and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV26873

*Assigned to for all purposes to: Hon.
Amy D. Hogue, Dept. 7*

NOTICE OF ENTRY OF ORDER

Complaint Filed: July 13, 2020
Trial: None Set

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

2 **PLEASE TAKE NOTICE** that on January 18, 2022, at 11:00 a.m., in Department SSC-7
3 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, a Final
4 Fairness Hearing was held. At the hearing the Honorable Amy Hogue, presided and ruled as
5 follows:

- 6 1. A Non-Appearance Case Review regarding the filing of a final report is scheduled for
7 October 26, 2022 at 11:00 a.m. in Department SSC-7;
8 2. The deadline to file the final report is October 19, 2022.
9 3. Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment.
10 Plaintiff was ordered to give notice.

11
12 DATED: January 20, 2022

PROTECTION LAW GROUP, LLP

13
14 By: 
15 Heather Davis
16 Amir Nayebdadash
17 Attorneys for Plaintiff
18 LAZARO SANDOVAL
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EXHIBIT A

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Attorneys for Plaintiff
LAZARO SANDOVAL

FILED
Superior Court of California
County of Los Angeles
01/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

LAZARO SANDOVAL, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

WEST PICO FOODS, INC., a California
Corporation; and WEST PICO
DISTRIBUTORS, LLC, a California limited
liability company and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV26873

*Assigned for all purposes to: Hon. Amy D.
Hogue, Dept. 7*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: January 18, 2022
Hearing Time: 11:00 a.m.
Dept: SSC 7

Complaint Filed: July 13, 2020
Trial Date: None

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on January 18, 2022, for a hearing and Final Order Approving Class Action Settlement and
4 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary
5 Approval Order”), and as set forth in the Amended Joint Stipulation of Class Action and PAGA
6 Settlement (“Agreement”), and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

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

11 2. Consistent with the definitions provided in the Agreement, the terms “Class” and
12 “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt
13 employees of Defendants West Pico Foods, Inc. and West Pico Food Distributors, LLC, who were
14 employed by Defendants in the State of California at any time between July 13, 2016, and April
15 24, 2021. ”

16 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
17 to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
24 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
25 Claims are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

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

7. Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating Class Members shall fully release and discharge Defendants West Pico Foods, Inc. and West Pico Distributors, LLC and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the “Released Parties”) from all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment (including a claim under the Industrial Welfare

Commission Wage Orders, and common law including conversion); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (ix) failure to maintain required payroll records and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (the “Released Claims”) that arose between July 13, 2016 and April 24, 2021 (the Class Period).

8. In addition, any Participating Class Member who cashes his or her settlement check will be deemed to have opted into the action for purposes of the FLSA and, the Released Claims include any and all claims those Class Members may have under the FLSA related to the alleged claims that arose during the Class Period.

9. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants all PAGA Members, the LWDA, and State of California shall release the Released Claims arising under PAGA that arose between May 19, 2019, and April 24, 2021 (the “PAGA Period.”)

10. No Class Member objected to the terms of the Settlement.

11. One Class Member, Eric Del Toro-Ibarra, requested to be excluded from the terms of the Settlement and is hereby excluded from this Judgment.

12. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the Court orders Defendants to fund the Gross Settlement Amount of \$400,000 within 14 days of the date of this order to provide payments for Participating Class Members’ settlement awards, the class representative enhancement payment, Class Counsel’s attorney fees and costs, the Settlement Administrator’s fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered in accordance with the terms of the Agreement.

1 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
3 of \$140,000 and attorneys' costs in the amount of \$16,824.06 from the Gross Settlement Amount
4 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
5 and/or owed to Class Counsel and any other person or entity related to the Action. The Court
6 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
7 administered pursuant to the terms of the Agreement.

8 14. The Court hereby approves and orders a Class Representative Enhancement
9 Payment of \$5,000 to Plaintiff Lazaro Sandoval from the Gross Settlement Amount in accordance
10 with the terms of the Agreement.

11 15. The Court approves and orders the payment in the amount of \$18,750 (75% of
12 \$25,000) from the Gross Settlement Amount to the California Labor Workforce Development
13 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
14 remaining \$6,250 (25% of \$25,000) shall be distributed to PAGA Members.

15 16. The Court also hereby approves and orders payment from the Gross Settlement
16 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
17 Phoenix Settlement Administrators in the amount of \$6,000.

18 17. The Court hereby approves and orders payment of individual settlement payments
19 from the net settlement amount to the Participating Class Members on a *pro rata* basis as set forth
20 in the Agreement.

21 18. The Court also hereby approves and orders that any checks distributed from the
22 Gross Settlement Amount yet remaining un-cashed after 180 days of being issued shall be void.
23 All uncashed settlement checks shall be transferred California State Controller's Office Unclaimed
24 Property Fund and held in trust for those Participating Class Members.

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

28 20. Neither the Settlement nor any of the terms set forth in the Agreement is an

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

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

22. A non-appearance case review regarding the filing of a final report on the distribution of settlement payments is set for 10/26/2022, at 10:00 a.m./~~p.m.~~. The deadline to file the final report is set for 10/19/2022.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 01/18/2022



Amy D. Hogue
JUDGE OF THE SUPERIOR COURT
Amy D. Hogue / Judge