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7 *Attorneys for Plaintiff*
MELCHOR DIAZ
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**

11 MELCHOR DIAZ, individually, on behalf of
others similarly situated, and as an aggrieved
12 employee and private attorney general,

13 Plaintiff,

14 vs.

15 HOUSE FOODS AMERICA
CORPORATION, a California corporation;
16 and DOES 1 through 50, inclusive,

17 Defendants.

Case No.: 30-2020-01141058-CU-OE-CXC

*Assigned for All Purposes to: Hon. Randall J.
Sherman, Dept. CX105*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: May 26, 2020

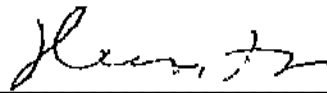
Trial Date: Not set

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

2 PLEASE TAKE NOTICE that on December 9, 2022, the Honorable Randall J. Sherman in
3 Department CX105 in the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana,
4 California 92701, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A**
5 is a true and correct copy of the Final Order and Judgment which was executed and filed on
6 December 9, 2022.

7 Dated: December 19, 2022

PROTECTION LAW GROUP, LLP

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9 By: 
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiffs*
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EXHIBIT A

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Attorneys for Plaintiff
MELCHOR DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MELCHOR DIAZ, individually, on behalf of
others similarly situated, and as an aggrieved
employee and private attorney general,

Plaintiff,

vs.

HOUSE FOODS AMERICA
CORPORATION, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01141058-CU-OE-CXC

*Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX105*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: December 9, 2022
Hearing Time: 10:00 a.m.
Dept: CX105

Reservation #:

Complaint Filed: May 26, 2020
Trial Date: Not set

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

2 The above-referenced Action (“Action”) having come before the Court for a hearing and
3 Final Order Approving Class Action and PAGA Settlement (“Final Order”), consistent with the
4 Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint
5 Stipulation of Class Action and PAGA Settlement and Amendments thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Order Granting
7 Plaintiff’s Motion for Preliminary Approval, and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefor, it
9 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. The term “Class” and “Class Members” shall mean the following: “All individuals
12 employed in hourly or non-exempt positions by Defendant House Foods America Corporation
13 (“Defendant”) in California at any time between May 26, 2016, and December 24, 2021.” The
14 term “Participating Class Member” includes all Class Members who did not submit a timely and
15 valid Request for Exclusion as provided in the Settlement.

16 3. The term “PAGA Member” shall mean “all individuals employed in an hourly or
17 non-exempt position by Defendant in California at any time between May 26, 2019, and December
18 24, 2021.”

19 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
20 to this Action, including all Class Members.

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

1 and this Final Order.

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

9 7. The Court further finds that the Settlement is fair, adequate, and reasonable and that
10 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
11 action settlement under California law, including the provisions of California Code of Civil
12 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
13 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

14 8. The Court finds that the Settlement has been reached as a result of intensive, serious
15 and non-collusive arms-length negotiations. The Court further finds that the Parties have
16 conducted extensive investigation and research, and counsel for the Parties are able to reasonably
17 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
18 additional substantial costs, as well as avoid the delay and risks that would be presented by the
19 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
20 part of the Settlement and recognizes the significant value to the Class Members. The Court also
21 finds that the Class is properly certified as a class for settlement purposes only.

22 9. Upon the complete funding of the Maximum Settlement Amount Plaintiff and all
23 Participating Class Members, shall release and discharge the Released Parties from the Released
24 Class Claims that arose during the Class Period as set forth in the Agreement.

25 10. Upon the funding of the Maximum Settlement Amount, Plaintiff, all PAGA
26 Members, the LWDA, and the State of California shall release and discharge the Released Parties
27 from the Released PAGA Claims, that arose during the PAGA Period, as set forth in the
28 Agreement.

11. Additionally, upon the funding of the Maximum Settlement Amount, Plaintiff—on behalf of himself only—shall also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. This general release includes all employment-related and non-employment related claims, whether known or unknown, arising during the Class Period. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Section 132(a) and 4553).

12. Only three (3) Class Members, Carlos M. Beltran, Kristelle C. Bacani and Ernestina Nunez, submitted a request to be excluded from the Settlement. Accordingly, Carlos M. Beltran, Kristelle C. Bacani and Ernestina Nunez are hereby excluded from this final order and judgment and from participating in the settlement. The last date to timely submit a request for exclusion was October 18, 2022.

1 13. The Court hereby finds that there were no written objections to the Settlement. The
2 last day to submit a written objection to the settlement was October 18, 2022. The Court also notes
3 there were no objections made at the hearing on Final Approval of the Settlement.

4 14. The Court finds the settlement payments provided for under the Agreement to be
5 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
6 amendments thereto the Court orders Defendant to fund the Maximum Settlement Amount of
7 \$2,450,000.00 within 14 days of the Effective Date to provide payments for the Class/PAGA
8 Members individual settlement payments, class representative incentive payment for Plaintiff,
9 Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and
10 penalties to the California Labor and Workforce Development Agency pursuant to Labor Code
11 Section 2698 et seq. The calculations and the payments shall be made administered in accordance
12 with the terms of the Agreement.

13 15. Pursuant to the terms of the Agreement and amendments thereto, and the
14 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
15 Counsel attorneys' fees in the amount of \$816,666.67 (1/3 of the Maximum Settlement Amount)
16 and litigation costs in the amount of \$15,198.37 from the Maximum Settlement Amount as final
17 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
18 owed to Class Counsel and any other person or entity related to the Action. The Court further
19 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
20 pursuant to the terms of the Agreement.

21 16. The Court hereby approves and orders a Class Representative Enhancement
22 Payment of \$10,000.00 to Plaintiff Melchor Diaz from the Maximum Settlement Amount.

23 17. The Court approves and orders the payment in the amount of \$112,500 (75% of
24 \$150,000) from the Maximum Settlement Amount to the California Labor Workforce
25 Development Agency for penalties arising under the Private Attorneys General Act of 2004
26 (PAGA). The remaining \$37,500 (25% of \$150,000) shall be distributed to the PAGA Members
27 as set forth in the Agreement.

1 18. The Court also hereby approves and orders payment from the Maximum Settlement
2 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
3 ILYM Group, Inc., in the amount of \$15,000.

4 19. The Court hereby approves and orders payment of individual settlement payments
5 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

6 20. The Court also hereby approves and orders that any checks distributed from the
7 Maximum Settlement Amount yet remaining uncashed after one hundred and eighty (180)
8 calendar days after being issued shall be void. All uncashed settlement checks shall be transferred
9 to the California State Controller's Office and held in trust for such Class Members pursuant to
10 California Unclaimed Property Law, Civil Code Sections 1500 et seq.

11 21. Provided the Settlement becomes effective under the terms of the Agreement, the
12 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
13 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

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

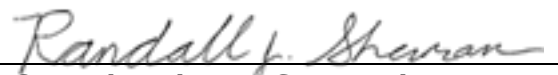
23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) 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 for resolution

24. Notice of this Judgment shall be provided by posting the Judgment to the Settlement Administrator's website. ILYM Group, Inc. shall post this Judgment on its website for a period of no less than 180 days.

25. A Final Report Hearing regarding the status of settlement administration is set for September 8, 2023, at 10:00 a.m. in Department CX-105. Class Counsel shall submit a final report on the disbursement of the settlement payments at least 16 days before the hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: December 9, 2022


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT