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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 24 2021

BY 
JESSICA MORALES, DEPUTY

Attorneys for Plaintiff CONSUELO CALDERON, as an individual and on behalf of all employees similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CONSUELO CALDERON, as an individual and on behalf of all employees similarly situated,

Plaintiff,

v.

H.U.G. COMPANY dba H.U.G., INC.
DBA GOURMET FOODS; GOURMET
FOODS, INC.; and DOES 1 through 50,
inclusive,

Case No.: CIVSB2029055

**AMENDED ~~PROPOSED~~ ORDER
APPROVING SETTLEMENT
AGREEMENT AND ENTERING FINAL
JUDGMENT**

Assigned for all purposes to:
Hon. David Cohn, Dept. S26

Date: September 30, 2021
Time: 10:00 a.m.
Dept.: Dept. S26

Complaint Filed: December 31, 2020
Trial Date: None Yet Set

FILED BY FAX

1 On September 14, 2021, a hearing was held on the motion of Plaintiff Consuelo
2 Calderon's Motion for approval of a settlement agreement pursuant to California's Private
3 Attorney General Act ("PAGA") (the "Settlement"). The Court having considered all papers filed
4 and proceedings herein and otherwise being fully informed, and having made this Judgment
5 which constitutes a final adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 All terms used for purposes of this Order and Judgment, not otherwise defined, shall have
8 the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed between
9 the Parties on December 11, 2020.

10 Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Labor Code
11 sections 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
12 given notice of the Settlement. Pursuant to PAGA, on the date the Parties filed the motion seeking
13 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
14 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
15 notice of the Settlement complied with the statutory requirements of PAGA.

16 The Court confirms approval of the Settlement as to the following group of individuals,
17 collectively referred to as the "PAGA Settlement Group Members":

18 means the sixty-six (66) current and former non-exempt employees of H.U.G.
19 COMPANY dba H.U.G., INC. DBA GOURMET FOODS; GOURMET FOODS,
20 INC. in California at any time during the period from May 7, 2019 through October
21 1, 2020.

22 This Court has jurisdiction over the subject matter of this litigation, over all PAGA
23 Settlement Group Members, and over those persons and entities undertaking affirmative
24 obligations under the Settlement.

25 The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

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28 ///

1 The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to the
2 Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
3 dispute and/or correct their Settlement Share before payments are made.

4 The Court finds that each PAGA Settlement Group Member, in accordance with the
5 Settlement, releases the following "Released Claims" against the Released Parties.

6 any and all claims and causes of action, known or unknown, contingent or accrued,
7 against Defendant, Defendant's parents, subsidiaries, affiliates, their insurers,
8 attorneys and all agents thereof, arising out of the facts and claims asserted in the
9 Litigation for civil penalties under the Private Attorney General Act of 2004 Cal.
10 Lab. Code § 2698 based upon the facts alleged: failure to provide meal and rest
11 breaks; unpaid wages, including minimum wages, regular wages, overtime and
12 double time wages; any and all theories for or related to "off the clock" work;
13 wage statement violations; and separation pay violations. This release extends only
14 to the penalties available through PAGA and does not release individual claims.

15 The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
16 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
17 are fair and reasonable.

18 The Court authorizes the Settlement Administrator to calculate and pay the Settlement
19 Shares, in accordance with the terms of the Settlement.

20 The Court awards the Settlement Administrator in this Action its fees and costs of up to
21 three thousand dollars (\$3,000.00) in accordance with the terms of the Settlement Agreement.

22 The Court awards to Plaintiff two thousand five hundred dollars (\$2,500.00) as PAGA
23 Representative Enhancement award.

24 The Court awards to Plaintiff's Counsel in this Action its fees of twenty-eight thousand
25 three hundred thirty-three dollars and thirty-three cents (\$28,333.33) and actual costs of two
26 thousand three hundred eleven dollars and thirty-two cents (\$2,311.32).

27 The Court approves the allocations and payment of eighty-five thousand dollars
28 (\$85,000.00) as for the compromise of claims brought under PAGA, to be paid in accordance
with the terms of the Settlement. Under the terms of the Settlement, 75% of the Net Settlement
Amount will be paid to the State of California Labor Workforce Development Agency ("LWDA

1 Payment"); the remaining amount of the Net Settlement Amount shall be distributed to the PAGA
2 Settlement Group Members in accordance with the terms of the Settlement.

3 Checks for the Settlement Shares sent to PAGA Settlement Group Members shall be valid
4 for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed
5 after 180 days will be disbursed to the California State Controllers' Office Unclaimed Property
6 Fund.

7 The Court retains exclusive and continuing jurisdiction over this Action for purposes of
8 supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
9 as well as the Settlement.

10 Nothing in this Order and Judgment or the Settlement shall be construed as an admission
11 or concession by any party. The Settlement and this resulting Order and Judgment simply
12 represent a compromise of disputed allegations.

13 Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of the date
14 of this Order.

15 Within 365 days of the date of this Order, the Parties are directed to file
16 a joint status report regarding the status of the distribution of settlement proceeds. Upon
17 satisfaction that the appropriate payments have been made, the Court will then close this case.

18
19 **IT IS SO ORDERED AND ADJUDGED.**

20
21 DATED: 9/29/21

22 
23 HON. DAVID COHN,
24 San Bernardino Superior Court Judge
25
26
27
28

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **September 14, 2021**, I served [X] true copies [] originals of the following document(s): **AMENDED [PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT**. I served the document(s) on the person(s) below as follows:

Rebecca King, Esq.
Boris Sorsher, Esq.
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

Attorneys for Defendant's H.U.G.
COMPANY dba H.U.G., INC. DBA
GOURMET FOODS and GOURMET
FOODS, INC.

Telephonc: 949) 798-2183

Email: rking@fisherphillips.com

bsorsher@fisherphillips.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address npierson@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **September 14, 2021**, at Long Beach, California.



Nicole Pierson