

Edwin Aiwazian, SBN 232943
edwin@lfjpc.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, CA 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

SOKMALENA CROSBY, ISRAEL
BEHENA, individually and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

vs.

AMERICAN CUSTOM MEATS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2018-0012196

*Assigned for all purposes: Hon. Barbara
Kronlund, Dept. 10D*

CLASS ACTION

NOTICE OF ENTRY OF ORDER

Complaint Filed: September 28, 2018
Trial Date: None

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

2 PLEASE TAKE NOTICE that on May 12, 2021, the Honorable Barbara A. Kronlund, in
3 Department 10D in the above-entitled Court, located 180 E. Webber, Suite 200, Stockton,
4 California 95202, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Order.

6
7 DATED: May 14, 2021

PROTECTION LAW GROUP, LLP,

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9 By: 

10 Heather Davis
11 Amir Nayebdadash
12 Attorneys for Plaintiff
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EXHIBIT A

10D
5/12

EDWIN AIWAZIAN (SBN 232943)
edwin@lfjpc.com
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Tel: (818) 265-1020
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Case No.: STK-CV-UOE-2018-0012196

*Assigned for all purposes to the Hon. Barbara
Kronlund, Dept. 10D*

**~~PROPOSED~~ FINAL ORDER AND
JUDGEMENT**

Date: May 12, 2021
Time: 9:00 a.m.
Dept: 10D

Complaint Filed: September 28, 2018
Trial Date: None Set

[PROPOSED] FINAL ORDER AND JUDGMENT

BY FAX

APR 20 2021

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 May 12, 2021, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), filed and entered January 20, 2021, and as set forth in the Joint
6 Stipulation of Class Action and PAGA Settlement ("Agreement"), and due and adequate notice
7 having been given to all Class Members as required in the Preliminary Approval Order, and the
8 Court having considered all papers filed and proceedings had herein and otherwise being fully
9 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED AS FOLLOWS:**

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

12 2. Consistent with the definitions provided in the Agreement, the term "Class" and
13 "Class Members" shall mean the following: "All current and former hourly-paid, non-exempt
14 employees employed by Defendant American Custom Meats, LLC. in the State of California, at
15 any time during the period between September 28, 2014 and August 2, 2020."

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 Plaintiffs have 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. Following the funding of the Maximum Settlement Amount, all Class Members who did not submit a timely request for exclusion shall fully release and discharge Defendant American Custom Meats, LLC and its 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 ("Released Parties") from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in Action, including claims alleged under Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2699, and 2699.3 and alleged violations of related provisions of IWC Wage Orders, including all of the following claims for relief: (i) any and all claims for alleged unpaid wages including, but not limited to, claims for minimum wage, overtime, double-time, seventh day pay, the failure to pay for all hours worked (off the clock claims), and the failure to pay for all hours worked at correct rates, including under an alternative workweek schedule, as

well as claims that nondiscretionary bonuses and other incentive pay were allegedly not included in the regular rate of pay; (ii) any and all claims alleging the failure to timely pay wages during employment and after the termination of employment (iii) failure to maintain required payroll records, (iv) any and all claims for meal period violations including, but not limited to, claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages therefor; (v) any and all claims for rest break violations including but not limited to, claims for late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages therefor; (vi) any and all claims for improper or inaccurate itemized wage statements including, but not limited to, claims for injuries suffered therefrom; (vii) any and all claims for unreimbursed expenses, including, but not limited to, personal cell phone and internet services; (viii) any and all claims for statutory penalties premised on the facts, claims, or legal theories described herein or in the Action, or that reasonably could have been raised in the Action based on the facts, legal theories, and causes of action alleged in the Action, including waiting time penalties under Labor Code Section 203 and wage statement penalties under Labor Code Section 226(e); (ix) any and all civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 et seq. ("PAGA") premised on the facts, claims, or legal theories described herein and in the Action, including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2699, and 2699.3; and (x) any and all claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, or legal theories described herein and in the Action, or that reasonably could have been raised in the Action, and other equitable relief, liquidated damages, punitive damages, or penalties arising from the foregoing alleged claims; and any other benefit claimed on account of the allegations asserted in the Action ("Released Claims") that arose during the period between September 28, 2014 and August 2, 2020 (the "Class Period").

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

9. No Class Member requested to be excluded from the terms of the Settlement.

Accordingly, all Class Members are bound by this Judgment.

10. The Court finds the settlement payments provided for under the Agreement to be

1 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the
2 Court orders Defendant shall fund the Maximum Settlement Amount of \$595,000 within 20 days
3 of the date of this order to provide payments for the Settlement Class Members individual
4 settlement payments, the class representative service awards for Plaintiffs Crosby and Bahena,
5 Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and
6 penalties to the California Labor and Workforce Development Agency pursuant to Labor Code
7 Section 2698 et seq. The calculations and the payments shall be made administered in accordance
8 with the terms of the Agreement.

9 11. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
11 of \$208,250 and attorneys' costs in the amount of \$27,344.14 from the Maximum Settlement
12 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
13 incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The
14 Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
15 administered pursuant to the terms of the Agreement.

16 12. The Court hereby approves and orders a Class Representative Service Award of
17 \$5,000 each to Plaintiffs Sokmalena Crosby and Israel Bahena from the Maximum Settlement
18 Amount in accordance with the terms of the Agreement.

19 13. The Court approves and orders the payment in the amount of \$41,250 (75% of
20 \$55,000) from the Maximum Settlement Amount to the California Labor Workforce Development
21 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
22 remaining \$13,750 (25% of \$55,000) shall remain as part of the Net Settlement Amount and be
23 distributed to participating Settlement Class Members.

24 14. The Court also hereby approves and orders payment from the Maximum Settlement
25 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
26 ILYM Group, Inc., in the amount of \$9,960.

27 15. The Court hereby approves and orders payment of individual settlement payments
28 from the net settlement amount to the participating Settlement Class Members on a *pro rata* basis

1 as set forth in the Agreement.

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

7 17. Provided the Settlement becomes effective under the terms of the Agreement, the
8 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
9 payments, attorneys' fees and costs, and Service Awards is as set forth in the Agreement.

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

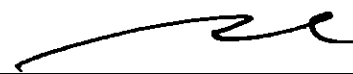
27 19. Without affecting the finality of this Judgment, the Court shall retain continuing
28 jurisdiction over this action and the parties, including all Class Members, and over all matters

1 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
2 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
3 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
4 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
5 for resolution

6 20. A hearing regarding disbursement of settlement payments is set for
7 10/13/21 at 9:00 ^{Dep. vs D} a.m./p.m. A final report shall be submitted 14 days in
8 advance of the hearing. No appearance shall be necessary if a declaration is submitted to the Court.
9

10 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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12 DATED: 5/12/2021


13 JUDGE OF THE SUPERIOR COURT
14 BARBARA A. KRONLUND
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