

Juan Melendrez

S. Stamoules, Inc.

3. Pending or new action.

- (1) **Petitioner's capacity.** Each petitioner named in item 1 is an individual,

☐ except petitioner (state name and complete one or more of the following):

- (a) ☐ is a corporation qualified to do business in California.
- (b) ☐ is an unincorporated entity (*specify*):
- (c) ☐ is a representative (*specify*):
- (d) ☐ is (*specify other capacity*):

(2) **Respondent's capacity.** Each respondent named in item 1 is an individual,

☐ except respondent (state name and complete one or more of the following):

- (a) ☐ is a business organization, form unknown.
- (b) ☐ is a corporation.
- (c) ☐ is an unincorporated entity (specify):
- (d) ☐ is a representative (specify):
- (e) ☐ is (specify other capacity):

PETITIONER: Juan Melendrez	CASE NUMBER: 20CECG02103
RESPONDENT: S. Stamoules, Inc.	

3. b. (3) **Amount or property in dispute.** This petition involves a dispute over *(check and complete all that apply)*:
- (a) ☐ the following amount of money *(specify amount)*: \$
- (b) ☐ property *(if the dispute involves property, complete both of the following)*:
- (i) consisting of *(identify property in dispute)*:
- (ii) having a value of *(specify value of property in dispute)*: \$
- (4) ☐ **Venue.** This court is the proper court because *(check (a) or (b))*:
- (a) ☐ this is the court in the county in which the arbitration was held.
- (b) ☐ the arbitration was not held exclusively in any county of California, or was held outside of California, **and** *(check one or more of the following)*:
- (i) ☐ this is the court in the county where the agreement was made.
- (ii) ☐ this is the court in the county where the agreement is to be performed.
- (iii) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and the following party resides or has a place of business in this county *(name of party)*:
- (iv) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and no party to this action resides or has a place of business in California.

4. **Agreement to arbitrate.**

- a. **Date.** Petitioner and respondent entered into a written agreement on or about *(date)*: 9/8/2021
- b. ☒ **Attachment.** A copy of the agreement is submitted as Attachment 4(b) and incorporated herein by this reference.
- c. **Arbitration provision.** Paragraph 4 of the agreement provides for arbitration of disputes arising out of the agreement as follows *(either copy the arbitration provision in full or summarize the provision)*:

WHEREAS, in consideration for the limited judicial resources of the Court system and the additional strain and backlog caused by the COVID-19 pandemic, the Parties have agreed to submit the entire action to the jurisdiction of an arbitrator, and have mutually agreed to the appointment of the Hon. Peter D. Lichtman (Ret.) as arbitrator for purposes of settlement approval and overseeing the notice process.

5. **Dispute subject to arbitration.** A dispute arose between petitioner and respondent concerning the following matter covered by the agreement to arbitrate *(summarize the dispute)*:

Approval of the wage and hour putative class action settlement reached in the above-entitled action, Case No. 20CECG02103, premised upon alleged violations of Labor Code sections 226 et seq. and 2698 et seq.

6. **Arbitrator.** The following person was duly selected or appointed as arbitrator *(name of each arbitrator)*:
Hon. Peter D. Lichtman (Ret.)

7. **Arbitration hearing.** The arbitration hearing was conducted as follows *(complete both of the following)*:

- a. **Date** *(each date of arbitration)*: 4/8/2022 and 8/10/2022
- b. **Location** *(city and state where arbitration was conducted)*:
Los Angeles, California via remote appearances

8. **Arbitration award.**

- a. **Date of award.** The arbitration award was made on *(date)*: August 10, 2022
- b. **Terms of award.** The arbitration award *(check one or more of the following)*:
- (1) ☐ requires ☐ petitioner ☐ respondent to pay the other party this amount: \$
- (2) ☐ requires neither party to pay the other anything.
- (3) ☐ is different as to different petitioners and respondents.
- (4) ☒ provides *(specify other terms or check item 8(c) and attach a copy of the award)*:

- c. ☒ **Attachment of Award.** A copy of the award is submitted as Attachment 8(c).

9. **Service of award.**

- a. The signed award or an accompanying document indicates that the award was served on petitioner on *(date)*: 8/10/2022
- b. ☐ Petitioner alleges that a signed copy of the award was actually served on *(date)*:

PETITIONER: Juan Melendrez	CASE NUMBER: 20CECG02103
RESPONDENT: S. Stamoules, Inc.	

10. **Petitioner requests that the court** *(check all that apply):*

a. ☒ **Confirm the award, and enter judgment according to it.**

b. ☐ **Correct the award and enter judgment according to the corrected award, as follows:**

(1) The award should be corrected because *(check all that apply):*

- (a) ☐ the amount of the award was not calculated correctly, or a person, thing, or property was not described correctly.
- (b) ☐ the arbitrator exceeded his or her authority.
- (c) ☐ the award is imperfect as a matter of form.

(2) The facts supporting the grounds for correcting the award alleged in item 10b(1) are as follows *(if additional space is required, check here ☐ and submit facts on an attachment labeled 10b(2))*:

(3) The award should be corrected as follows *(if additional space is required, check here ☐ and describe requested correction on an attachment labeled 10b(3))*:

c. ☐ **Vacate (cancel) the award.**

(1) The award should be vacated because *(check all that apply):*

- (a) ☐ the award was obtained by corruption, fraud, or other unfair means.
- (b) ☐ an arbitrator was corrupt.
- (c) ☐ the misconduct of a neutral arbitrator substantially prejudiced petitioner's rights.
- (d) ☐ the arbitrator exceeded his or her authority, and the award cannot be fairly corrected.
- (e) ☐ the arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.
- (f) ☐ an arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (g) ☐ an arbitrator should have disqualified himself or herself after petitioner made a demand to do so.

(2) The facts supporting the grounds for vacating the award alleged in item 10c(1) are as follows *(if additional space is required, check here ☐ and submit facts on an attachment labeled 10c(2))*:

(3) Petitioner ☐ does ☐ does not request a new arbitration hearing.

d. ☐ **Award petitioner interest from (date):**

- (1) ☐ at the statutory rate.
- (2) ☐ at rate of ____ % per year.

e. ☐ **Award petitioner costs of suit:**

- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.

f. ☐ **Award petitioner attorney fees incurred in this action** *(check only if attorney fees are recoverable in this action according to statute or the parties' agreement):*

- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.

g. ☐ **Award petitioner the following other relief** *(describe relief requested; if additional space is required, check here ☐ and describe relief on an attachment labeled 10g):*

11. **Pages and attachments.** Number of pages attached: 9

Date: 8/11/2022

Fletcher W. Schmidt

(TYPE OR PRINT NAME)



(SIGNATURE OF PETITIONER OR ATTORNEY)

1 **HAINES LAW GROUP, APC**

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16 *Attorneys for Defendant*

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF FRESNO**

20 JUAN MELENDREZ, as an individual and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 S. STAMOULES, INC., a California
25 Corporation; and DOES 1 through 100,

26 Defendants.

CASE NO. 20CECG02103

*[Case assigned to the Hon. Rosemary
McGuire, Dept. 502]*

**JOINT STIPULATION TO SUBMIT
CASE TO ARBITRATION**

Action Filed: July 20, 2020

Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 Plaintiff Juan Melendrez (“Plaintiff”) and Defendant S. Stamoules, Inc. (“Defendant”)
4 (collectively, the “Parties”) respectfully submit the following Joint Stipulation to Submit Case
5 to Arbitration:

6 WHEREAS, Plaintiff was authorized to commence the above-entitled Private Attorneys
7 General Act (“PAGA”) matter on behalf of the State of California by virtue of the State’s failure
8 to respond to Plaintiff’s July 20, 2020 notice to the Labor and Workforce Development Agency.
9 *See* Labor Code § 2699.3.;

10 WHEREAS, on May 3, 2021, the Parties attended mediation of this matter with mediator
11 Jeffrey A. Ross, Esq. and reached a tentative resolution of the entire action in principle, subject
12 to the negotiation, drafting and execution of a long-form settlement agreement;

13 WHEREAS, in consideration for the limited judicial resources of the Court system and
14 the additional strain and backlog caused by the COVID-19 pandemic, the Parties have agreed to
15 submit the entire action to the jurisdiction of an arbitrator, and have mutually agreed to the
16 appointment of the Hon. Peter D. Lichtman (Ret.) as arbitrator for purposes of settlement
17 approval and overseeing the notice process;

18 WHEREAS, the Federal Arbitration Act establishes a liberal policy in favor of
19 arbitration, notwithstanding any state substantive or procedural policies to the contrary, and
20 “parties are generally free to structure their arbitration agreements as they see fit.” *See Cronus*
21 *Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 384-85;

22 WHEREAS, the Federal Arbitration Act requires courts to enforce agreements to
23 arbitrate according to their terms. *See Epic Systems Corp. v. Lewis* (2018) 138.S.Ct. 1612, 1621
24 (“Indeed, we have often observed that the Arbitration Act requires courts rigorously to enforce
25 arbitration agreements according to their terms, including terms that specify *with whom* the
26 parties choose to arbitrate their disputes and *the rules* under which that arbitration will be
27 conducted.”) (italics in original; internal quotations omitted);
28

1 WHEREAS, a plaintiff authorized by the State of California to commence a PAGA
2 matter may thereafter agree to submit the matter to arbitration. *See Julian v. Glenair, Inc.* (2017)
3 17 Cal.App.5th 853, 870; *Herrera v. Doctors Medical Center of Modesto, Inc.* (2021) 67
4 Cal.App.5th 538, FN 3;

5 WHEREAS, the Parties will request dismissal of this action without prejudice so that the
6 matter may proceed in arbitration;

7 WHEREAS, the Parties have entered into a tolling agreement to toll all applicable
8 statutes of limitations upon dismissal.

9 NOW THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff and
10 Defendant, that this matter will be submitted to arbitration, under the jurisdiction of the Hon.
11 Peter D. Lichtman (Ret.) for purposes of seeking settlement approval and overseeing the notice
12 process. The arbitrator will issue a written decision as to both preliminary and final approval,
13 and if the settlement receives final approval, the Parties will file a petition to confirm the
14 arbitrator's award in Superior Court pursuant to Code of Civil Procedure § 1285.

15 **IT IS SO STIPULATED.**

16 Dated: September 8, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

17
18
19 By:



Paul K. Haines
Fletcher W. Schmidt
Attorneys for Plaintiff

20
21
22 Dated: September 8, 2021

WANGER JONES HELSLEY PC

23
24 By:



Michael S. Helsley
Giulio A. Sanchez
Attorneys for Defendant

JUAN MELENDREZ, as an individual and on behalf of all others similarly situated,

S. STAMOULES, INC., a California Corporation,

[Before the Hon. Peter D. Lichtman (Ret.)]

Date: August 10, 2022
Time: 9:00 a.m.

JUDGMENT AND ORDER

1 The Motion of Claimant Juan Melendrez (“Claimant”) for Final Approval of Class Action
2 Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payment (“Final
3 Approval Motion”) came on regularly for hearing before the Arbitrator on August 10, 2022, at 9:00
4 a.m., pursuant to California Rule of Court 3.769 and the prior Order Granting Claimant’s Motion
5 for Preliminary Approval of Class Action Settlement. Having considered the parties’ Stipulation
6 of Settlement (“Settlement”), and all documents and evidence presented in support thereof, and
7 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
8 prosecution, and the substantial benefits to be received by the Settlement Class, as defined herein,
9 pursuant to the Settlement, the Arbitrator hereby makes a final ruling that the proposed Settlement
10 is fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations
11 between the parties. Good cause appearing therefor, the Arbitrator hereby GRANTS Claimant’s
12 Final Approval Motion and HEREBY ORDERS THE FOLLOWING:

13 1. Judgment is hereby entered in conformity with the Settlement and this Final
14 Approval Order. This Judgment shall be considered final and effective on the date upon which a
15 Superior Court of competent jurisdiction issues an order pursuant to Code of Civil Procedure §
16 1285 confirming the Arbitrator’s Judgment and Order Granting Final Approval of the Settlement
17 Agreement (the “Effective Date”).

18 2. The conditional class certification is hereby made final, and the Arbitrator
19 certifies, for purposes of the Settlement, the following Settlement Class:

20 All current and former employees of S. Stamoules, Inc. in the state
21 of California who received a wage statement during the time period
22 from April 1, 2019 to August 7, 2020 (the “Class Period”).

23 3. As of the date that this Judgment becomes final, all participating Settlement Class
24 members who did not timely opt-out from participation, by virtue of this Judgment, will fully
25 release and discharge Respondent S. Stamoules, Inc. (“Respondent”), from any and all claims that
26 were pled in the Action, or which could have been pled based on the factual allegations in the
27 Action, that arose during the Class Period (the “Released Claims”). The time period for the
Released Claims will be from April 1, 2019 to August 7, 2020.

4. Claimant Juan Melendrez is hereby confirmed as Class Representative. Paul K. Haines, Fletcher Schmidt, and Matthew K. Moen of Haines Law Group, APC are hereby confirmed as Class Counsel.

5. Notice was mailed to the Settlement Class members in English and Spanish as set forth in the Settlement, which was approved by the Arbitrator on April 8, 2022. The notice process has been completed in conformity with the Settlement and with the Arbitrator's order. The notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6. The Arbitrator finds that seventy-eight (78) members of the Settlement Class opted out from the Settlement, and that the 94.94% participation rate in the Settlement supports final approval.

7. The Arbitrator hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

8. For purposes of settlement only, the Arbitrator finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

9. The Arbitrator finds that zero (0) Settlement Class members objected to the Settlement. Given the absence of objections, and objections being a prerequisite to appeal, this Order will be considered final as of the Effective Date.

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1 10. The Arbitrator orders Respondent to fund the entire Maximum Settlement Amount
2 of \$2,327,000.00 within 30 calendar days of the Effective Date.

3 11. The Arbitrator finds that the Individual Settlement Payments, as defined and
4 provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement
5 Administrator to distribute the individual payments in conformity with the terms of the
6 Settlement.

7 12. The Arbitrator finds that the payment to the State of California Labor and Workforce
8 Development Agency (“LWDA”) in the amount of \$30,000.00 for its 75% share of civil penalties
9 under the California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable and
10 adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in
11 conformity with the terms of the Settlement.

12 13. The Arbitrator finds that the Class Representative Enhancement Payment in the
13 amount of \$10,000.00 to Claimant is appropriate in recognition of the risks undertaken by
14 Claimant and for Claimant’s service to the Settlement Class; for the amount of time and effort
15 spent by Claimant as the Class Representative; for Claimant’s general release of claims provided
16 as part of the Settlement Agreement; and for serving the interests of the Class Members. The
17 Arbitrator finds that this amount is fair, reasonable, and adequate, and orders that the Settlement
18 Administrator make this payment in conformity with the terms of the Settlement.

19 14. The Arbitrator finds that attorneys’ fees in the amount of \$775,666.67, and actual
20 litigation costs of \$9,778.96, are fair, reasonable, and adequate in light of the common fund
21 provided for the benefit of the Settlement Class, and orders that the Settlement Administrator
22 distribute these payments to Class Counsel in conformity with the terms of the Settlement. The
23 Arbitrator finds that the time devoted to the matter by Class Counsel was reasonably necessary in
24 the investigation and prosecution of this action and that the fees are appropriately awarded in light
25 of the benefit provided to the Settlement Class by Class Counsel’s efforts.

26 15. The Arbitrator confirms the appointment of Phoenix Settlement Administrators as
27 the Settlement Administrator, and orders that the Settlement Administrator shall be paid
28

1 \$19,950.00 from the Maximum Settlement Amount for all of its work done and to be done until
2 the completion of this matter and finds that sum appropriate.

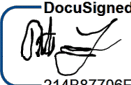
3 16. Any funds from Individual Settlement Payments remaining uncashed after the
4 180-day check-cashing deadline shall be transferred to California Farmworker Foundation, the
5 parties' agreed-upon *cy pres* designee.

6 17. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
7 the California Rules of Court, the Arbitrator will retain jurisdiction over this action and the parties
8 until final performance of the Settlement Agreement.

9 18. Following the Effective Date, this document will constitute a final judgment
10 pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the
11 settlement agreement after the final approval hearing, the court must make and enter judgment.
12 The judgment must include a provision for the retention of the court's jurisdiction over the parties
13 to enforce the terms of the judgment. The court may not enter an order dismissing the action at
14 the same time as, or after, entry of judgment." The Arbitrator will retain jurisdiction to enforce the
15 Settlement and this Final Approval Order and Judgment.

16
17 **IT IS SO ORDERED.**

18
19 Dated: August 10, 2022

DocuSigned by:

214B87706FE8406...

Honorable Peter D. Lichtman (Ret.)
Arbitrator

PROOF OF SERVICE

RE: Melendrez v. S. Stamoules, Inc.
Case ID: WBMDX

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action. My business address is 633 West 5th Street, Suite 1000 Los Angeles, CA 90071

On August 10, 2022 I served the **JUDGMENT AND ORDER GRANTING CLAIMANT'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the following parties. Placing a true copy to all parties as follows:

Fletcher W. H. Schmidt, Esq.
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Paul K. Haines, Esq.
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|---|--|
| ☐ BY U.S. MAIL: | I caused such envelope(s), with postage fully prepaid, to be placed in the U.S. Mail at Los Angeles, California. |
| ☐ BY FACSIMILE: | I caused such document to be sent via facsimile to each person. |
| ☒ BY ELECTRONIC MAIL: | I caused such document to be sent via electronic mail to each person. |
| ☐ BY PERSONAL SERVICE: | I caused such envelope to be delivered by hand to the office of the addressee. |
| ☒ STATE: | I declare under penalty of perjury under the laws of the State of California that the above is true and correct. |
| ☐ FEDERAL: | I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. |

Executed on August 10, 2022 at Los Angeles, California.

Jasmine Lu
Jasmine Lu
Signature Resolution