

JUDGMENT AND ORDER

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

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

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

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

3. As of the date that this Judgment becomes final, all participating Settlement Class members who did not timely opt-out from participation, by virtue of this Judgment, will fully release and discharge Respondent S. Stamoules, Inc. (“Respondent”), from any and all claims that were pled in the Action, or which could have been pled based on the factual allegations in the 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.

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

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

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

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

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

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

28 ///

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.

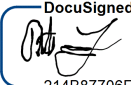
3 16. Any funds from Individual Settlement Payments remaining uncashed after the
4 180-day check-cashing deadline shall be transferred to California Farmworker Foundation, the
5 parties' agreed-upon *cy pres* designee.

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.
Matthew K. Moen, Esq.
Paul K. Haines, Esq.
HAINES LAW GROUP, APC
2155 Campus Drive
Suite 180
El Segundo, CA 90245
fschmidt@haineslawgroup.com
mmoen@haineslawgroup.com
phaines@haineslawgroup.com

Giulio A. Sanchez, Esq.
Michael S. Helsley, Esq.
WANGER JONES HELSLEY PC
265 East River Park Circle
Suite 310
Fresno, CA 93720
gsanchez@wjhattorneys.com
mhelsley@wjhattorneys.com

- | | |
|---|--|
| ☐ 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