

SEP 25 2023

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARIA SALGADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AMERICAN JERKY COMPANY, LLC, a
Delaware Limited Liability Company;
JOBSOURCE, INC., a California
Corporation; JOBSOURCE MIRA LOMA,
INC., a California Corporation; JOBSOURCE
HOLDINGS, INC., a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2016568
[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: August 3, 2020

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendants American Jerky Company, LLC, ("Defendant American Jerky") and JobSource Mira Loma, Inc., ("Defendant JobSource"). Defendant American Jerky and Defendant JobSource shall collectively be referred to as "Defendants."

1 Having considered the Final Approval Motion, the Settlement Agreement, the
2 Declarations, and all other materials properly before the Court and having conducted an inquiry
3 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
4 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
5 Due and adequate notice having been given to the Class, and the Court having considered the
6 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
7 comments received regarding the proposed settlement, and having reviewed the record in this
8 Action, and good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
11 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter over this Action, Class
13 Representative Maria Salgado, the Class Members and Defendants.

14 3. The Court finds that the distribution of the Class Notice, as provided for in the
15 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
16 under the circumstances to all Class Members and fully met the requirements of California law
17 and due process under the California and United States Constitution. Based on evidence and
18 other material submitted, the actual notice to the class was adequate.

19 4. The Court finds that the instant Action presented a good faith dispute of the
20 claims alleged, and the Court finds in favor of settlement approval.

21 5. The Released Class Claims on behalf of the Participating Class Members
22 included:

- 23 a. the claims stated in the Complaint, or that reasonably could have been alleged
24 based upon the factual allegations in the Complaint, including: (a) failure to
25 pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide
26 meal periods, (d) failure to provide rest breaks, (e) failure to timely pay wages
27 upon separation of employment, (f) failure to provide accurate itemized wage
28

statements, (g) unfair and unlawful competition, and (h) all other claims (the “Released Class Claims”).

6. The Released PAGA Claims on behalf of the Aggrieved Employees included.

a. all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts alleged or that reasonably could have been alleged based on the factual allegations in the Complaint and in the relevant LWDA notice letter, including all PAGA claims seeking civil penalties premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to timely pay wages each period and upon separation of employment, (f) failure to provide accurate itemized wage statements, (g) failure to provide suitable seating, and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint (the “Released PAGA Claims”). The time period governing the Released PAGA Claims shall be any time during the PAGA Period of August 3, 2019, through June 6, 2023.

7. There were no Objections to the Settlement, and no Requests for Exclusion.

Thus, all Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

8. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

9. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

1 10. For purposes of effectuating this Order and Judgment, this Court has certified the
2 following class: “All current and former non-exempt employees who, during the Class Period
3 (which is August 3, 2016, through June 6, 2023), either: (1) were directly employed by
4 Defendant American Jerky, or (2) were directly employed by Defendant JobSource and assigned
5 to work at the American Jerky Facility.” The Court deems this definition sufficient for purposes
6 of California Rules of Court, rule 3.765(a).

7 11. With respect to the Class and for purposes of approving this Settlement, this Court
8 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
9 joinder of all members is impracticable; (b) there are questions of law or fact common to the
10 Class Members, and there is a well-defined community of interest among the Class Members
11 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
12 typical of the claims of the Class Members; (d) the Class Representative has fairly and
13 adequately protected the interests of the Class Members; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
15 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
16 in her individual and representative capacity and for the Class.

17 12. By this Judgment, the Class Representative shall release, relinquish, and
18 discharge, and each of the Participating Class Members shall be deemed to have, and by
19 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
20 discharged all Released Class Claims, as defined in the Settlement Agreement.

21 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
22 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
23 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
24 Participating Class Members as an admission of, or evidence of, the validity of any of the
25 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
26 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
27 Representatives or Participating Class Members as an admission of, or evidence of, any fault or
28 omission of Defendants or any of the other Released Parties in any civil, criminal, or

1 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
2 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
3 this Action in any other action that may be brought against it or them in order to support a
4 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
5 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
6 or similar defense or counterclaim.

7 14. The Gross Settlement Amount to be paid under the Settlement Agreement is
8 \$800,000. From this amount, Class Counsel sought attorneys fees of \$266,666.66 and litigation
9 expenses of \$21,854.90, a Service Award to Class Representative Maria Salgado of \$7,500, an
10 Administrator Expenses of \$18,750 to Phoenix Settlement Administrators (the "Administrator"
11 or "Settlement Administrator"), and \$37,500 to the LWDA for PAGA penalties and \$12,500 to
12 the Aggrieved Employees for PAGA Penalties. Defendants do not oppose these requests. In
13 addition, and concurrently with paying the Settlement Amount, Defendants shall separately pay
14 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
15 shall be reported through the Settlement Administrator. The Court finds that the Settlement
16 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
17 Settlement Amount:

18 A) \$266,666.66 to Class Counsel for attorneys fees in light of the benefit
19 obtained on behalf of the Class;

20 B) \$21,854.90 to Class Counsel for litigation expenses;

21 C) \$7,500 to Class Representative Maria Salgado as a Service Award;

22 D) \$18,750 to the Settlement Administrator, Phoenix Settlement
23 Administrators;

24 E) \$37,500 to the LWDA;

25 F) \$12,500 to the Aggrieved Employees on a pro rata basis;

26 G) After deducting the foregoing payments from the Gross Settlement
27 Amount, the remainder shall form the Net Settlement Amount payable to the
28 Participating Class Members as set forth in the Settlement Agreement and as calculated

by the Settlement Administrator.

15. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

16. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2023, the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Salgado v. American Jerky Company et al.*, pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVDS2016568, on behalf of all current and former non-exempt employees who, during the Class Period (which is August 3, 2016, through June 6, 2023), either: (1) were directly employed by Defendant American Jerky, or (2) were directly employed by Defendant JobSource and assigned to work at the American Jerky Facility."

17. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the person.

18. The following dates shall govern for purposes of this implementing this Order/Judgment:

September 25, 2023	The Final Order and Judgment is entered.
November 27, 2023 (61 days after the Final Order is entered)	The Effective Date occurs.

December 27, 2023	By no later than this date, Defendant JobSource shall issue \$200,000 to the Administrator, plus its share of employer-side taxes for all Participating Class Members that JobSource directly employed, as calculated by the Administrator.
December 27, 2023	By no later than this date, Defendant American Jerky shall issue \$600,000 to the Administrator, plus its share of employer-side taxes for all Participating Class Members that American Jerky directly employed, as calculated by the Administrator.
Within 10 days after receipt of Payment (approximately January 8, 2024)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payment is issued (approximately July 6, 2024)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
August 5, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: <u>September 25</u> , 2024 Time: 8:30 a.m.	OSC hearing re: status of disbursements.

19. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendants for the purposes of supervising the

1 implementation, enforcement, construction, administration, and interpretation of the Settlement
2 Agreement and this Judgment.

3 IT IS SO ORDERED.

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5 Dated: _____

9/25/2023

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Hon. Jessica Morgan