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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ADEDEJI ADEJOBI, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of the State of
California and aggrieved employees pursuant
to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

NULAIID FOODS, INC., a California
corporation; NULAIID-THAYER, LLC, a
California limited liability company; THAYER
FOOD PRODUCTS, LLC, a limited liability
company; NUCAL FOODS, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2020-0008625

Assigned for All Purposes to:
Honorable Barbara Kronlund
Department 10D

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: June 3, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 10D

Complaint Filed: October 13, 2020
Trial Date: None Set

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Filed 10 JUN 14 2022
BRANDON E. RILEY, CLERK

By Allison Little
DEPUTY

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7 *Attorney for Plaintiff*

1 The Court, having read the papers filed regarding Plaintiff Adedeji Adejobi's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and
3 Class Representative Enhancement Payment, and after considering the papers submitted in
4 support of the motion, including the Joint Stipulation and Settlement Agreement ("Settlement
5 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant Nulaid Foods, Inc. ("Defendant") entered a Settlement
7 Agreement on or about December 6, 2021 to settle this class action lawsuit.

8 The Court entered an Order dated February 3, 2022 preliminarily approving the
9 settlement of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code
10 of Civil Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to
11 Class Members, scheduling a Fairness Hearing for June 3, 2022, and providing Class Members
12 with an opportunity to object to the settlement or exclude themselves from the Class.

13 The Court held a Fairness Hearing on June 3, 2022 to determine whether to give final
14 approval to the settlement of this class action lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
17 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
18 Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
20 Members have been given the opportunity to request exclusion from the Class, the Court has
21 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
22 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
23 grant final certification of the Class, and dismiss the class action lawsuit.

24 3. Final Class Certification. The Court finds that the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. Accordingly, the Court certifies, a Class consisting of all current and former non-exempt
27 employees of Defendant in California at any time from April 6, 2016 to December 29, 2021

1 ("Class," "Class Members," and "Class Period"). There are eighty-seven (87) Class Members
2 who did not submit a valid and timely request to exclude themselves from this Settlement
3 ("Participating Class Members").

4 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
5 Gharajeh, and Haig Hogdanian of Justice Law Corporation and Nazo Koulloukian of Koul Law
6 Firm (collectively, known as "Class Counsel"), have fully and adequately represented the Class
7 for purposes of entering and implementing the Settlement Agreement and have satisfied the
8 requirements of Code of Civil Procedure section 382.

9 5. Notice Packet. The Court finds that the Notice of Class Action Settlement ("Class
10 Notice") and the Election Not to Participate In ("Opt Out" From) Class Action Settlement
11 ("Exclusion Form") (collectively, "Notice Packet") and its distribution to Class Members have
12 been implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval
13 Order and that they:

14 a. constitute notice that was reasonably calculated, under the circumstances,
15 to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms
16 and provisions of the Settlement and their rights under the Settlement; (iii) their right to object
17 to any aspect of the proposed Settlement (including final certification of the Class, the fairness,
18 reasonableness and adequacy of the settlement, the adequacy of the Class's representation by
19 Plaintiff and Class Counsel, and/or the award of Plaintiff's Class Representative Enhancement
20 Payment, Attorney Fee Award, and Cost Award); (iv) their right to exclude themselves from the
21 Class and the Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right
22 to appear at the Settlement Fairness hearing; and (vii) the binding effect of the orders and
23 judgment in the class action lawsuit, whether favorable or unfavorable, on all Participating
24 Class Members;

25 b. constitute notice that fully satisfied the requirements of Code of Civil
26 Procedure section 382, California Rule of Court 3.769, and due process; and

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1 c. constitute the best practicable notice to Class Members under the
2 circumstances of the class action lawsuit;

3 d. constitute notice reasonable, adequate, and sufficient to all Class
4 Members.

5 6. Final Settlement Approval. The terms and provisions of the Settlement
6 Agreement have been entered in good faith and are the product of arm's-length negotiations by
7 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
8 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
9 reasonable, adequate, and in the Parties' best interests. The Parties are hereby directed to
10 implement the Settlement Agreement according to its terms and provisions.

11 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
12 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
13 executors and administrators, successors, and assigns, and those terms shall have res judicata and
14 other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained
15 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
16 involve matters that were or could have been raised in the class action lawsuit and are
17 encompassed by the release of the Participating Class Members' Released Claims as set forth in
18 the Settlement Agreement. The Settlement Agreement will have no binding effect upon, and
19 provide no res judicata preclusion to, those Class Members who have submitted requests for
20 exclusion.

21 8. Released Claims. Upon Defendant's fulfillment of its payment obligations under
22 section III (J)(9)(a) of the Agreement, Class Members, who do not submit a timely and valid
23 request for exclusion, waive, release, promise never to assert in any forum, remise and forever
24 discharge the Released Parties from the Released Claims for the time frame from April 6, 2016
25 to December 29, 2021 ("Released Claims").

26 a. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment
27 obligations under section III (J)(9)(a) of the Agreement, the California Labor and
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1 Workforce Development Agency ("LWDA"), and any other representative,
2 proxy, or agent thereof, including, but not limited to, any and all Eligible
3 Aggrieved Employees during the Private Attorneys General Act of 2004
4 ("PAGA") Timeframe, are barred from pursuing any action for civil penalties
5 under the Labor Code sections 2698, *et seq.*, and waive, release, promise never to
6 assert in any forum, remise, and forever discharge the Released Parties based on
7 or arising out of the Released Claims, and/or alleged violations of Labor Code
8 sections alleged in Plaintiff's letters to the LWDA and the operative complaint.

9 b. Plaintiff's Release of Claims and General Release. Upon Defendant's fulfillment
10 of its payment obligations under section III (J)(9)(a) of the Agreement, and in
11 exchange for the Class Representative Enhancement Payment to Plaintiff not to
12 exceed \$5,000 in recognition of his work and efforts in obtaining the benefits for
13 the Class and undertaking the risk for the payment of costs if this matter had not
14 successfully resolved, Plaintiff provides a general release of claims for himself
15 and his spouse, heirs, successors, and assigns. Furthermore, as of the Effective
16 Final Settlement Date, Plaintiff shall be deemed to have, expressly waived and
17 relinquished, to the fullest extent permitted by law, the provisions, rights, and
18 benefits of section 1542 of the Civil Code, or any other similar provision under
19 federal or state law.

20 c. Released Parties. The Released Parties include Defendant and any and all of its
21 affiliated companies and its respective parent companies, cooperative members,
22 subsidiaries, affiliates, shareholders, members, agents (including, without
23 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys
24 and any past, present or future officers, directors and employees) predecessors,
25 successors, and assigns, Nulaid Thayer, LLC, Thayer Food Products, LLC, and
26 NuCal Foods, Inc. ("Released Parties").

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1 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
2 any action to enforce the terms and provisions of the Settlement Agreement.

3 10. Class Representative Enhancement Payment. The Court finds the Class
4 Representative Enhancement Payment of \$5,000, to be paid by Defendant to Plaintiff out of the
5 Gross Settlement Amount, to be reasonable and appropriate. Plaintiff's Class Representative
6 Enhancement Payment are to be paid pursuant to the terms and provisions set forth in the
7 Agreement.

8 a. The rationale for making enhancement payments is that the class representatives
9 should be compensated for the expense and risk they have incurred in conferring a
10 benefit on other class members. Such enhancement payments are appropriate if
11 they are necessary to induce individuals to participate in the suit. Criteria courts
12 may consider include: (1) the risk to the class representatives in commencing suit,
13 both financial and otherwise; (2) the notoriety and personal difficulties
14 encountered by the class representatives; (3) the amount of time and effort spent
15 by the class representatives; (4) the duration of the litigation; and (5) personal
16 benefit (or lack thereof) enjoyed by class representatives.

17 b. The Court has reviewed Plaintiff's declaration outlining his involvement in this
18 case. Given the risks inherent in his service as the Class Representative, the
19 duration of the case and time involved, and the benefits created for the Class, the
20 Court approves the Class Representative Enhancement Payment of \$5,000 to
21 Plaintiff.

22 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award
23 of \$120,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to
24 be reasonable and appropriate. The Court further finds the award of the Cost Award as
25 reimbursement for actual litigation costs collectively incurred of \$17,275.77, to be paid by
26 Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and
27 appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in
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1 the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses,
2 costs, or disbursements incurred by Class Counsel, or any other counsel representing Plaintiff or
3 Class Members, or incurred by Plaintiff or Class Members in connection with or related in any
4 manner to the class action lawsuit, the Settlement, the administration of the Settlement, and/or
5 the Participating Class Members' Released Claims.

6 a. The Court has an independent right and responsibility to review the requested
7 Attorney Fee Award and only award so much as it determines reasonable. (See
8 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
9 127-28.) The Attorney Fee Award requested by Class Counsel of \$120,000 is
10 forty percent (40%) of the common fund created for the benefit of the Class and is
11 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
12 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved,
13 the financial risk taken by Class Counsel, the novel and difficult nature of this
14 matter, the skills required to deal with these issues, percentage of fees awarded in
15 other cases, and the contingent fees charged in the private marketplace, the Court
16 finds the requested Attorney Fee Award of \$120,000 is consistent with the legal
17 marketplace, is reasonable, and is approved.

18 b. The Court reviewed Class Counsel's declarations regarding the costs expended in
19 the prosecution of this litigation. Under the terms of the Settlement, Plaintiff may
20 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Plaintiff
21 expended \$17,275.77 in litigation costs and that such costs were reasonable in the
22 prosecution of this matter. Thus, the Court approves the payment of the Cost
23 Award of \$17,275.77 from the common fund for the reimbursement of Class
24 Counsel's litigation costs.

25 12. Administration Costs. The Court finds the Administration Costs of \$5,500, to be
26 paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
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1 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
2 provisions set forth in the Settlement Agreement.

3 a. The Court has reviewed the declaration of Kevin Lee from Phoenix Class Action
4 Administration Solutions ("Phoenix"), the Court-approved Settlement
5 Administrator. The Court finds that notice was provided to the Class pursuant to
6 the Preliminary Approval Order, that the notice constitute the best practicable
7 notice to the Class, and that the notice satisfied due process. Phoenix has
8 discharged its duties to provide notice to the Class. Thus, the Court approves a
9 payment for Administration Costs of \$5,500 for Phoenix's services in
10 administering this settlement.

11 13. PAGA Payment. The Court finds the PAGA Payment of \$10,000, seventy-five
12 percent (75%) of which (\$7,500) will be distributed to the LWDA out of the Gross Settlement
13 Amount and twenty-five percent (25%) of which (\$2,500) shall be distributed to Eligible
14 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
15 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

16 14. Funding of the Settlement. No later than twenty-one (21) calendar days after the
17 Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of
18 \$300,000 needed to pay the entire Gross Settlement Amount by wiring the funds to the
19 Settlement Administrator. Within fourteen (14) calendar days after the funding of the Settlement,
20 the Settlement Administrator shall calculate and pay all payments due under the Settlement
21 Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award,
22 the Class Representative Enhancement Payment, the PAGA Payment, and the Administration
23 Costs.

24 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
25 Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contend that
26 the proposed Settlement was the product of arm's-length negotiations following extensive
27 litigation, discovery, and exchange of documentation relating to Plaintiff's claims. The
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1 negotiations were facilitated with the assistance of Steven J. Rottman, an experienced and well-
2 respected class action mediator.

3 a. With respect to the benefit to the Class Members, Plaintiff's moving papers
4 indicate that the *average* Individual Settlement Share will be about \$1,673.23, and
5 the *highest* Individual Settlement Share will be around \$5,185.35 under the
6 proposed allocation.

7 b. There were no objections to and no requests for exclusion from the Settlement.
8 This is further proof of the fairness of the Settlement.

9 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved
10 Employees must cash or deposit their settlement checks within one hundred eighty (180)
11 calendar days after the checks are mailed to them. Any uncashed settlement checks will be
12 canceled and turned over by the Settlement Administrator to the California State Controller:
13 Unpaid Wage Fund.

14 17. Modification of Settlement Agreement. The Participating Class Members are
15 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
16 modifications of the Settlement Agreement, by a written instrument signed by the Parties'
17 counsel or their successor-in-interest. Such amendments or modifications shall be consistent with
18 this Order and Judgment and cannot limit the rights of Participating Class Members under the
19 Settlement Agreement.

20 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
21 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
22 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
23 and for any other necessary purpose, including, without limitation:

24 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
25 claims, or causes of action in the class action that, in whole or in part, are related
26 to or arise out of the Settlement or this Order and Judgment;

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- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
4 fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

7 For the reasons set forth above, the Motion for Final Approval of Class Action
8 Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment
9 is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
10 Agreement forthwith.

11 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
12 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
13 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
14 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
15 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
16 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
17 THE JUDGMENT THEREON.

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19 IT IS SO ORDERED.

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21 DATED: JUN 14 2022


22 HONORABLE BARBARA KRONLUND
23 SUPERIOR COURT JUDGE
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PROOF OF SERVICE
1013A(3) CCP

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 not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On June 17, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Adejobi v. Nulaid Foods, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 801642-20**
Court Case No.: STK-CV-UOE-2020-0008625
San Joaquin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 17, 2022, at Pasadena, California.



Mariah Anderson