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STEPHANIE BOHRER, CLERK

[Signature]
DEPUTY

ADVOCATES FOR WORKER RIGHTS LLP

Marco A. Palau (Bar No. 242340)
Joseph D. Sutton (Bar No. 269951)
Eric S. Trabucco (Bar No. 295473)
212 9th Street, Suite 314
Oakland, California 94607
T: (510) 269-4200
F: (408) 657-4684

THE FINKEL FIRM

Jake D. Finkel (Bar No. 293954)
3470 Wilshire Boulevard, Suite 830
Los Angeles, California 90010
T: (213) 787-7411
F: (323) 916-0521

Attorneys for Plaintiffs Janaira Valenzuela,
Alondra Gardea, and Julissa Tapia

[Additional counsel on following page]

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

JANAIRA VALENZUELA, an individual;
JULISSA TAPIA, an individual; and
ALONDRA GARDEA, an individual; on behalf
of themselves, the State of California, and all
others similarly situated,

Plaintiffs,

v.

BEST EXPRESS FOODS, INC., a California
Corporation; and DOES 1-20, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-4131

[Signature]
[PROPOSED] ORDER AND JUDGEMENT;

1. GRANTING FINAL APPROVAL OF CLASS ACTION & PAGA SETTLEMENT;
2. AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
3. AWARDING ENHANCEMENT TO THE REPRESENTATIVE PLAINTIFF; AND
4. AWARDING REIMBURSEMENT OF ADMINISTRATION COSTS

Date: February 16, 2024

Time: 9:00 AM

Dept: 11B

Before the Honorable Robert T. Waters

*Consolidated for all purposes with
Case No. STK-CV-UO-2021-11051*

FILED BY FAX

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D.LAW, INC.

Emil Davtyan (SBN 299363)
Emil@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)
david@yeremianlaw.com
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

1 This matter, having come before the Superior Court of the State of California, in and for
2 the County of San Joaquin, at 9:00 a.m. on February 16, 2024 in Department 11B, with Advocates
3 for Worker Rights LLP, the Finkel Firm, and David Yeremian & Associates, Inc., appearing as
4 counsel for Representative Plaintiffs Janaira Valenzuela, Julissa Tapia, and Alondra Gardea,
5 individually and on behalf of the Plaintiff Class and Aggrieved Employees, and Littler
6 Mendelson, P.C. appearing as counsel for Defendant Best Express Food, Inc. ("Defendant"). The
7 Court, having carefully considered the briefs, argument of counsel and all matters presented to the
8 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Final Approval of Class
9 Action Settlement and enters Judgment as follows:

10 11 I. FINDINGS

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All terms used herein shall have the same meaning as defined in the proposed
15 Settlement Agreement ("Agreement").

16 2. This Court has jurisdiction over the subject matter of the above-captioned litigation
17 and over all Parties to this litigation, including the Settlement Class.

18 Preliminary Approval of the Settlement

19 3. On October 10, 2023, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the Court approved certification of a provisional Settlement Class
21 for settlement purposes only.

22 Notice to the Class

23 4. In compliance with the Preliminary Approval Order, the Class Notice Packet was
24 mailed by first class mail to Class Members in English and Spanish to their last known addresses
25 on or about November 9, 2023. Mailing of the Class Notice Package to Class Members' last
26 known addresses was the best notice practicable under the circumstances and was reasonably
27 calculated to communicate actual notice of the litigation and the proposed Settlement to the Class.

28 5. According to the Claims Administrator, there are one thousand seventy-six (1,076)

1 Class Members who will receive an Individual Settlement Share. The deadline for opting out or
2 objecting was December 26, 2023. There was an adequate interval between mailing of the Notice
3 and the deadline to permit Plaintiff Class members to choose what to do and act on their decision.
4 No Class Members objected to, nor requested exclusion from, the Settlement.

5 Fairness of the Settlement

6 6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
7 48 Cal. App. 4th 1794, 1801 (1996).

- 8 a. There has been no collusion between the parties in reaching the proposed
9 settlement.
10 b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and
11 counsel to act intelligently.
12 c. Counsel for the Parties are experienced in similar employment class action
13 litigation matters. All Counsel recommended approval of the Settlement.
14 d. No objections from Class Members were received.
15 e. The participation rate was high, with no Class Members opting out.

16 7. The consideration to be given to the Settlement Class Members under the terms of
17 the Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the
18 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
19 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the
20 delays which would ensue from continued prosecution of the action.

21 8. The proposed Settlement is approved as fair, adequate and reasonable and in the
22 best interests of Class Members.

23 Attorneys' Fees & Litigation Costs

24 9. The Agreement provides for (and counsel seeks) an award of up to \$500,000.00 to
25 Class Counsel as attorneys' fees in this action, representing 33 & 1/3 % of the Gross Settlement
26 Amount. The Agreement also provides for reimbursement of litigation costs of up to \$25,000.00,
27 and Class Counsel seeks \$24,462.18 as reimbursement for their actual litigation costs.

28 10. The award of attorneys' fees and reimbursement of litigation costs are reasonable,

1 in light of the contingent nature of Class Counsel's fees, the risks assumed, the results achieved
2 by Class Counsel, and in light of the significant amount of uncompensated work Class Counsel
3 anticipates post-final approval of the settlement.

4 Representative Service Awards

5 11. The Agreement provides for an Enhancement Award of \$7,500.00 for each
6 Representative Plaintiff (total of up to \$22,500.00, collectively) from the Gross Settlement
7 Amount, subject to the Court's approval. The Court finds these Representative Service Awards
8 reasonable in light of the risks and burdens undertaken by the Representative Plaintiffs in this
9 Action and for their time and effort in bringing and prosecuting this matter on behalf of the
10 Plaintiff Class.

11 Cost of Settlement Administration

12 12. The Agreement provides for payment of settlement administration expenses from
13 the Gross Settlement Amount. The Settlement Administrator has \$14,000.00 in Claims
14 Administration expenses. The amount of this payment is reasonable in light of the work
15 performed by the Settlement Administrator and shall be awarded thereto.

16 PAGA Payment

17 13. The Agreement provides for a PAGA payment of \$50,000, from which \$37,500
18 shall be allocated and delivered to the California Labor and Workforce Development Agency
19 ("LWDA")

20 **II. ORDERS**

21 Based on the foregoing findings, and good cause appearing, **IT IS HEREBY ORDERED**
22 **THAT:**

23 1. The Settlement Class is certified for the purposes of settlement only. The
24 Settlement Class is hereby defined as:

25 All employees of Defendant who were classified as non-exempt and
26 worked within the State of California at any time from January 27, 2017
through February 25, 2023.

27 2. All persons who meet the foregoing definition and did not exclude themselves
28

1 from the Agreement are members of the Settlement Class.

2 3. The Settlement, including the distribution plan and payment schedule of the
3 \$1,500,000.00 Settlement Fund, agreed to by the Parties in the Settlement Agreement and
4 preliminarily approved by the Court in its October 10, 2023 Order, is hereby finally approved as
5 fair, reasonable, adequate, and in the best interest of the Settlement Class.

6 4. Adequate notice was provided to the Settlement Class.

7 5. Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates for Worker
8 Rights LLP, Jake D. Finkel of the Finkel Firm, and David Yeremian of David Yeremian &
9 Associates, Inc. and Roman Shkodnik of D.Law are confirmed as Class Counsel.

10 6. Plaintiffs Janaira Valenzuela, Julissa Tapia, and Alondra Gardea are confirmed as
11 Class Representatives.

12 7. Phoenix Class Action Administration Solutions is confirmed as the Settlement
13 Administrator.

14 8. Class Counsel are awarded attorneys' fees in the amount of \$500,000.00 and
15 litigation costs in the amount of \$24,462.18.

16 9. Payment of a Representative Service Award in the amounts of \$7,500 to Plaintiff
17 Janaira Valenzuela is approved.

18 10. Payment of a Representative Service Award in the amounts of \$7,500 to Plaintiff
19 Julissa Tapia is approved.

20 11. Payment of a Representative Service Award in the amounts of \$7,500 to Plaintiff
21 Alondra Gardea is approved.

22 12. The payment of \$14,000.00 to the Settlement Administrator for settlement
23 administration services is approved.

24 13. Allocation of \$50,000.00 for penalties under the Private Attorneys General Act of
25 2004, California Labor Code §§ 2698, *et seq.*, including the PAGA payment to the California
26 Labor and Workforce Development Agency in the amount of \$37,500.00 is approved.

27 14. If one or more Class Members fail to cash the check for their Settlement Shares
28 within one hundred and eighty (180) days after it is mailed to their last known address, they will

1 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
2 Property Fund, California Civil Code §§ 1500, *et seq.*, for the benefit of those Class Members
3 who did not cash their checks until such time that they claim their property.

4 15. A Final Judgment in this action is hereby entered, and constitutes a Judgment for
5 purposes of California Rules of Court, Rule 3.769(h).

6 16. This Final Judgment shall bind each Settlement Class Member and shall operate as
7 a full release and discharge of the released claims against the released parties. All rights to appeal
8 the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have
9 *res judicata* effect and bar all Settlement Class Members from bringing any action asserting
10 Settlement Class Members' released claims under the Settlement.

11 17. Notice of entry of this Final Approval Order and Final Judgment shall be given to
12 Class Counsel on behalf of Representative Plaintiffs and all Settlement Class Members. It shall
13 not be necessary to send notice of entry of this Final Approval Order and Final Judgment to
14 individual Settlement Class Members. The time for any appeal shall run from service of notice of
15 entry of the Final Approval Order and Final Judgment by Class Counsel on Defendants.

16 18. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to
17 construe, interpret, implement, and enforce the Settlement and this Judgment, to hear and resolve
18 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
19 dispute arising from or in connection with the distribution of settlement benefits.

20 19. In the event the Settlement does not become final and effective in accordance with
21 the terms of the Settlement Agreement, or is terminated, cancelled or fails to become effective for
22 any reason, then this Final Approval Order and Final Judgment, and all orders entered in
23 connection herewith shall be rendered null and void and shall be vacated.

24 20. A Compliance Hearing is hereby set for August 16, 2024 ^{9:00 am.} in Department 11B
25 of this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall
26 submit a Case Management Conference Statement, accompanied by a Declaration from the
27 Settlement Administrator (including a summary accounting identifying the distributions made, the
28 number and value of any uncashed checks, the status of any unresolved issues, and any other

1 matters appropriate to evaluate the effectiveness and completeness of the distribution).

2 **IT IS SO ORDERED.**

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5 Dated: February 16, 2024

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The Honorable Robert T. Waters
San Joaquin County Superior Court Judge



PLAINTIFF/PETITIONER: Janaira Valenzuela, et al.
 DEFENDANT/RESPONDENT: Best Express Foods, Inc.

CASE NUMBER:
 STK-CV-UOE-2021-4131

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On February 28, 2024, I served the following document(s) described as **NOTICE OF**
6 **ENTRY OF JUDGEMENT OR ORDER** on the interested parties in this action by placing true
copies thereof enclosed in sealed envelopes addressed as follows:

7 Alan S. Levins, Esq.
8 alevins@littler.com
9 Robert Geiger, Esq.
10 rgeiger@littler.com
11 **LITTLER MENDELSON, P.C.**
12 333 Bush Street, 34th Floor
13 San Francisco, California 94104

14 **Attorneys for Defendant**
15 **Best Express Foods, Inc.**

ADVOCATES FOR WORKER RIGHTS, LLP
Marco A. Palau, Esq.
Joseph D. Sutton, Esq.
Eric S. Trabucco, Esq.
212 9th Street, Suite 314
Oakland, California 94607

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian, Esq.
david@yeremianlaw.com
880 E. Broadway
Glendale, California 91205

D. LAW, INC.
Emil Davtyan, Esq.
emil@d.law
Roman Shkodnik, Esq.
r.shkodnik@d.law
880 E. Broadway
Glendale, California 91205

19 **Attorneys for Plaintiff Julissa Tapia**

20 **BY MAIL:** I caused such envelope to be deposited in the mail at Los Angeles, California.
21 The envelope was mailed with postage thereon fully pre-paid. I am readily familiar with the firm's
22 practice of collection and processing of correspondence for mailing. Under that practice, the
correspondence is deposited with the U.S. Postal Service on that same day in the ordinary course
of business.

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

25 Executed on February 28, 2024, at Los Angeles, California.

26 */s/ Jake Finkel*

27 _____
28 Jake Finkel