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8 **SUPERIOR COURT OF STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

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11 CRISTOBAL FLORES-OCAMPO, as an
12 individual and on behalf of other similarly
situated employees,

13 Plaintiff,

14 vs.

15 LAGUNA COOKIE COMPANY, INC a
16 California corporation, and DOES 1-50,
inclusive,

17 Defendants.
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) CASE NO.:30-2020-01166599-CU-OE-CXC

) Assigned for all purposes to:
) Hon. William Claster
) Dept. CX-104

) **REVISED [PROPOSED] ORDER**
) **GRANTING MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: August 2, 2024
) Time: 9:00 a.m.
) Place: Department CX-104

Complaint Filed: October 22, 2020
Trial Date: None Set

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28 **REVISED [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF**
CLASS ACTION SETTLEMENT

1 THIS MATTER is before the Court on Plaintiff's Motion for Final Approval of Class
2 Action Settlement and his Motion for an Order Awarding Attorneys' Fees and Costs to
3 Plaintiff's Counsel and Enhancement Fee to the Class Representatives. In accordance with the
4 Final Approval Order, Class Members have been given notice of the terms of the Settlement,
5 including had an opportunity to object to it, comment on it, participate in it, and/or exclude
6 themselves from it. Having considered the proposed Settlement, the award of attorneys' fees and
7 costs and the service award to the class representatives, and conducting the final approval
8 hearing held on August 2, 2024, the Court pursuant to Code of Civil Procedure § 382, hereby
9 grants Plaintiffs' motion.

10 **I. FACTUAL BACKGROUND**

11 On October 22, 2020, Plaintiff filed a Class Action Complaint in the Orange County
12 Superior Court alleging violations of the California Labor Code and applicable wage orders for
13 the following claims: (1) failure to provide minimum wage; (2) failure to provide overtime
14 wages; (3) failure to pay timely wages; (4) unlawfully receive wages; (5) failure to provide meal
15 breaks; (6) failure to provide rest periods; (7) failure to provide and maintain accurate itemized
16 wage statements and maintain records; (9) failure to pay timely wages upon termination; (9)
17 failure to pay for necessary expenses; as well as an addition claim for (10) unlawful business
18 practices under Business and Professions Code section 17200 et. seq. On January 11, 2021,
19 Plaintiff amended his Complaint to add a violation of the California Private Attorney General
20 Act. On February 14, 2024, Plaintiff filed a Second Amended Complaint which is the operative
21 complaint.

22 After the parties engaged in discovery, Defendants agreed to mediate the case and
23 participated in a mediation on May 16, 2023. Thereafter, Defendants entered into a signed
24 Stipulation of Class Action Settlement setting forth the terms of the proposed Settlement, which
25 is before the Court. In reaching the proposed Settlement, Defendants did not (and do not)
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1 concede that it has violated the California Labor Code or the Business and Professions Code, and
2 Defendants continue to deny the allegations contained in Plaintiff's complaints.

3 Plaintiff has moved this Court for final approval of the Settlement and has submitted
4 documents in support thereof. No opposition was filed to Plaintiff's motion, and no Class
5 Member objected to the Settlement. Plaintiff's motion came on for hearing before this Court on
6 August 2, 2024 at 9:00 a.m.

7 The Court, having fully considered Plaintiff's notice of motion and motion, the
8 memorandum of points and authorities in support thereof, the declarations in support thereof, the
9 Settlement Agreement itself, the Court, HEREBY ORDERS AND MAKES
10 DETERMINATIONS AS FOLLOWS:

11 **II. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
12 **SETTLEMENT**

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14 The Court finds that certification of the following Class, for settlement purposes only, is
15 appropriate under the California Code of Civil Procedure:

16 The "Class" or "Class Members" is defined as:

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18 Class: means all current and former non-exempt employees employed by the
19 Released Parties in California at any time between October 22, 2016 through April 8,
20 2023. The Class excludes employees directly employed by staffing companies
21 including the employees of Chartwell Staffing Services, Inc., in the lawsuit entitled
22 *Mendoza v. Laguna Cookie Company, Inc., Chartwell Staffing Services, Inc., and*
D.F. Stauffer Biscuit Co., Inc. and DOES 1 through 20, inclusive, Case No. 30-2019-
01107762-CU-OE-CXC, commenced on October 28, 2019, in the Superior Court of
the State of California, County of Orange

23 The Court finds that the Class defined above meets ascertainability, numerosity,
24 commonality, and predominance requirements that justify certification, and that resolution of this
25 matter through a class action settlement is superior to other available methods.

26 The Court finds further that:
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1 (1) Plaintiff Cristobal Flores-Ocampo are adequate and typical Class Representatives and
2 appoints them as Class Representatives; and

3 (2) Plaintiffs' Counsel has adequately represented the Class and its appointment as Class
4 Counsel is confirmed.

5 Accordingly, the Court certifies the Class described above for settlement purposes only.

6 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
7 adequate, and reasonable when balanced against the possible outcome of further litigation
8 relating to class certification, liability, and damages. The Court finds further that settlement at
9 this time will avoid substantial additional costs and will avoid the delay and risks presented by
10 continued prosecution of the litigation. The Court also finds that the settlement has been reached
11 after arm's length negotiations between the parties. The terms of the operative settlement
12 agreement shall be incorporated herein and consistent with this Order and Judgment.
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14 Following notice that was sent to the Class Member by first class mail, no Class member
15 objected to any of the terms of the Settlement and no Class Member opted out. Such non-
16 opposition to the settlement is evidence of the settlement's fairness, adequacy, and
17 reasonableness. Taking into account (1) the value of the \$930,834.00 cash settlement, (2) the
18 risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the
19 litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the
20 positive reaction of Class Members, the Court finds that the settlement is fair, adequate,
21 reasonable, and deserves this Court's final approval.

22 **III. CLASS RELEASE**

23 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
24 Participating Class Members who do not opt out of the Settlement, release the Released Parties
25 from any and all claims alleged or that could have been alleged based on the facts that were actually
26 pled in the Operative Complaint in Named Plaintiff's Operative Complaint filed in the Action,
27 which arose during the Class Period, including, but not limited to: (1) failure to pay wages for all
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time worked under Cal. Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (2) failure to pay overtime wages under Cal. Labor Code §§ 510, 1194, and Section 3 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (3) failure to pay wages on a timely basis under Cal. Labor Code § 210; (4) collecting and receiving wages from employees under Cal. Labor Code §§ 210, 221; (5) failure to authorize or permit meal periods under Cal. Labor Code §§ 226.7, 512 and Section 11 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (6) failure to authorize or permit rest periods under Cal. Labor Code § 226.7 and Section 12 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (7) failure to provide complete and accurate wage statements under Cal. Labor Code § 226(a); (8) failure to timely pay all earned wages and final paychecks under Cal. Labor Code §§ 201, 202, and 203; (9) failure to reimburse Plaintiff and other employees under Cal. Labor Code §§ 2802, 2804; and (10) unfair business practices in violation of California Business and Professions Code § 17200, based on the preceding claims (“Released Class Claims”).

IV. PAGA RELEASE

Upon the date of funding the GSA, the State of California and PAGA Group Members release the Released Parties from any and all claims that were alleged or that could have been alleged for civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*, based on the facts that were actually pled in the Operative Complaint in the Named Plaintiff’s Operative Complaint filed in the Action, which arose during the PAGA Period, including, but not limited to: (1) failure to pay wages for all time worked under Cal. Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (2) failure to pay overtime wages under Cal. Labor Code §§ 510, 1194, and Section 3 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (3) failure to pay wages on a timely basis under Cal. Labor Code § 210; (4) collecting and receiving wages from employees under Cal. Labor Code §§ 210, 221; (5) failure to authorize or

1 permit meal periods under Cal. Labor Code §§ 226.7, 512 and Section 11 of Industrial Welfare
2 Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (6) failure to authorize
3 or permit rest periods under Cal. Labor Code § 226.7 and Section 12 of Industrial Welfare
4 Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (7) failure to provide
5 complete and accurate wage statements under Cal. Labor Code § 226(a); (8) failure to timely pay
6 all earned wages and final paychecks under Cal. Labor Code §§ 201, 202, and 203; (9) failure to
7 reimburse Plaintiff and other employees under Cal. Labor Code §§ 2802, 2804; and (10) unfair
8 business practices in violation of California Business and Professions Code § 17200, based on
9 the preceding claims (“Released PAGA Claims”) (the Released Class Claims, collectively with
10 the Released PAGA Claims, the “Released Claims”)

11 **V. OPT OUTS**

12 Following notice that was sent to the Class Member by first class mail, no Class member
13 objected to any of the terms of the Settlement and no Class Member opted-out of this settlement.

14 **VI. PLAINTIFF’S REQUEST FOR ATTORNEYS’ FEES AND COSTS**

15 Plaintiffs’ Counsel has moved for awards of (1) attorneys’ fees and costs to Plaintiff’s
16 Counsel; and (2) a service award to the Class Representatives, notice of which were given to all
17 Class Members pursuant to the Court’s Preliminary Approval Order. The Court read argument
18 regarding Plaintiff’s request for fees and service payments.

19 Based upon all papers filed with the Court, the Court’s observation and assessment of the
20 performance of Plaintiff’s Counsel throughout this litigation, the resulting settlement recovery,
21 and good cause appearing therefor, the Court finds that payment of attorneys’ fees in the amount
22 of \$310,278.00 of the GSA and costs in the amount of \$17,458.35 for all past and remaining
23 work and costs until the completion of this matter, in accordance with the terms of the
24 Settlement, is fair and reasonable under the circumstances.

25 This amount shall be paid by Defendants according to the terms of the Joint Stipulation
26 of Settlement and Release of Class Action Settlement attached as Exhibit A to the Declaration of
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Armond M. Jackson in Support of Motion for Final Approval of Class Action Settlement filed on July 11, 2024.

VII. SERVICE AWARD TO THE CLASS REPRESENTATIVE

Plaintiff seeks service awards to the class representatives, Cristobal Flores-Ocampo, in the amount of \$5,000.00 as compensation for the time, effort, and risk they spent to enable the Class Members to receive this recovery.

The Court notes that California and federal courts regularly approve service awards to compensate the class representative for the services they provide to the class, the time and effort they invest on behalf of others, and the risks that they incur during the course of class action litigation.

Class Representative Cristobal Flores-Ocampo performed a service to Class members, including bringing this action, producing relevant documents, and making themselves available to and working with Plaintiff's Counsel throughout the action. In light of these services, the service award to the class representatives is appropriate. Although the proposed service award was disclosed to the Class in the Notice, no class member objected to it.

For the foregoing reasons, the Court finds that the service award of \$5,000.00 to Plaintiff Cristobal Flores-Ocampo is fair and reasonable considering their service to Class Members.

VIII. CLAIMS ADMINISTRATION COSTS

Plaintiff seeks costs for the claims administrator in the amount of \$11,500.00 for all work regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall be paid by Defendants according to the terms of the Second Amended Joint Stipulation of Settlement and Release of Class Action Settlement attached as Exhibit A to the Declaration of Armond M. Jackson in Support of Motion for Final Approval of Class Action Settlement filed on July 11, 2024. For the foregoing reasons, the Court finds that the administration costs of \$11,500.00 is fair and reasonable considering its service to Class Members.

1 **IX. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

2 The Claims Administrator shall pay the LWDA \$37,500.00 (representing 75% of the
3 \$50,000.00 PAGA component of the Settlement Agreement).

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6 Dated:

JUDGE OF THE SUPERIOR COURT

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8 By: _____
9 The Honorable Judge William Cluster
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