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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EDUARDO LEE, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

DEL MONACO FOODS, INC., an unknown
business entity; DEL MONACO SPECIALTY
FOODS, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19CV347471

Honorable Sunil R. Kulkarni
Department 1

CLASS ACTION

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

Date: September 29, 2022
Time: 1:30 p.m.
Department: 1

Complaint Filed: May 3, 2019
FAC Filed: November 12, 2019
SAC Filed: March 1, 2021
Trial Date: None Set

1 This matter has come before the Honorable Sunil R. Kulkarni in Department 1 of the above-
2 entitled Court, located at 191 North First Street, San Jose, California 95113, on Plaintiff Edwardo
3 Lee’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs,
4 and Class Representative Service Award (“Motion for Final Approval”). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on
6 behalf of Defendants Del Monaco Foods, Inc. and Del Monaco Specialty Foods, Inc.
7 (“Defendants”).

8 On May 4, 2022, the Court entered the Order Concerning Plaintiff’s Motion for Preliminary
9 Approval of Class/PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action (“Action”) in accordance with the First
11 Amended Joint Stipulation of Class Action and PAGA Settlement Agreement (“Settlement,”
12 “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, set
13 forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who worked for
27 any of the Defendants within the State of California at any time during the
28 period from May 3, 2015 until May 4, 2022. (“Class” or “Class Members”).

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1 4. The Notice of Class Action and PAGA Settlement (“Notice”) that was provided to
2 the Class Members, fully and accurately informed the Class Members of all material elements of
3 the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Notice fairly
7 and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.
28

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$11,250.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$11,250.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Class Representative Service Award sought is fair and
7 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the
8 Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Edwardo Lee for
9 his Class Representative Service Award, according to the terms and methodology set forth in the
10 Settlement Agreement.

11 9. The Court finds that the allocation of \$50,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Penalties as follows: the amount of \$37,500.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$12,500.00 to be included in the Net Settlement Amount
16 for distribution to Settlement Class Members, according to the terms and methodology set forth in
17 the Settlement Agreement.

18 10. The Court finds that the request for attorneys’ fees in the amount of \$245,000.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$245,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$16,045.29 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$16,045.29 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28 forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Notice.

4 13. It is hereby ordered that Defendants shall deposit the Maximum Settlement Amount
5 into an account established by the Settlement Administrator within twenty (20) calendar days after
6 the Effective Date, in accordance with the terms and methodology set forth in the Settlement
7 Agreement.

8 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
9 Settlement Payments to the Settlement Class Members within fourteen (14) calendar days after
10 Defendants fund the Maximum Settlement Amount, according to the methodology and terms set
11 forth in the Settlement Agreement.

12 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
13 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
14 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
15 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
16 any dispute arising from or in connection with the distribution of settlement benefits.

17 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
18 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on the
19 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date
20 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

21
22 Dated: _____

Honorable Sunil R. Kulkarni
Judge of the Superior Court