

**BLUMENTHAL NORDREHAUG BHOWMIK  
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF KINGS**

ANDRE SERNA, BRIAN FRANCO,  
VINCENT DUARTE, and VICTOR  
NARANJO, individuals, on behalf of  
themselves and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

NICHOLS PISTACHIO, a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: **21C-0080**

**NOTICE OF ENTRY OF JUDGMENT**

Hearing Date: September 10, 2024  
Hearing Time: 8:15 a.m.  
[Hearing scheduled by Order dated April 23,  
2024]

Judge: Hon. Valeria Chrissakis  
Dept.: 8

Action Filed: March 18, 2021  
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on September 10, 2024, the Court entered the  
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of the  
4 Final Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6

7 Dated: September 11, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

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By: /s/ Kyle Nordrehaug  
Kyle R. Nordrehaug

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I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

## 1. NOTICE OF ENTRY OF JUDGMENT

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Attorneys for Defendant  
Nichols Pistachio

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

By: /s/ Kyle Nordrehaug  
Kyle R. Nordrehaug, Esq.

**EXHIBIT #1**

Electronically Submitted on 08/15/2024 03:54 PM

RECEIVED  
BY SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF KING'S COUNTY  
08/15/2024  
NOCONA SOBOLESKI, CLERK OF THE COURT  
KAYA GODINEZ, DEPUTY

**BLUMENTHAL NORDREHAUG BHOWMIK  
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Attorneys for Plaintiffs

**FILED**  
BY SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF KINGS  
09/10/2024  
NOCONA SOBOLESKI, CLERK OF THE COURT  
JULIENNE DE SANTOS, DEPUTY



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF KINGS

ANDRE SERNA, BRIAN FRANCO,  
VINCENT DUARTE, and VICTOR  
NARANJO, individuals, on behalf of  
themselves and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

NICHOLS PISTACHIO, a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: 21C-0080**

**~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing Date: September 10, 2024  
Hearing Time: 8:15 a.m.

Judge: Hon. Valeria Chrissakis  
Dept.: 8

Action Filed: March 18, 2021  
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Andre Serna, Brian Franco, Victor Naranjo, and Vincente Duarte  
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement  
3 (“Agreement”) with Defendant Nichols Pistachio (“Defendant”), attorneys’ fees and costs,  
4 service payments, and the expenses of the Administrator duly came on for hearing on September  
5 10, 2024 before the Honorable Valeria Chrissakis.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before  
12 the California Superior Court for the County of Kings, and over all Parties to this litigation,  
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the  
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Two Hundred  
16 Fifty Thousand Dollars (\$1,250,000) and the terms set forth in the Agreement are fair, reasonable,  
17 and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length  
19 negotiations conducted after Class Counsel had adequately investigated the claims and became  
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the  
22 assistance of an experienced mediator in the settlement process, among other factors, support the  
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On April 23, 2024, the Court granted preliminary approval of the Settlement. At  
26 this same time, the Court approved conditional certification of the Class for settlement purposes  
27 only.

1           **Notice to the Class**

2           6.       In compliance with the Preliminary Approval Order, the Class Notice was mailed  
3 by first class mail to members of the Class at their last known addresses on or about May 22,  
4 2024. Mailing of the Class Notice to their last known addresses was the best notice option under  
5 the circumstances and was reasonably calculated to communicate actual notice of the litigation  
6 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and  
7 accurately informed the Class Members of all material elements of the proposed Settlement and of  
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was  
9 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
10 State of California, the United States Constitution, due process and other applicable law. The  
11 Class Notice fairly and adequately described the Settlement and provided Class Members adequate  
12 instructions and a variety of means to obtain additional information.

13           7.       The Response Deadline for opting out of the Class or submitting written objections  
14 to the Settlement was July 22, 2024, which was extend by 14 days for re-mailed Class Notices.  
15 There was an adequate interval between mailing of the Class Notice and the response deadline to  
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been  
17 afforded to the Participating Class Members to participate in this hearing, and all Participating  
18 Class Members and other persons wishing to be heard have been heard. Class Members also have  
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.  
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit  
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22           **Fairness Of Settlement**

23           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
24 48 Cal.App.4th 1794, 1801 (1996).

25           a.       The settlement was reached through arm's-length bargaining between the  
26 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator  
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1 of wage and hour representative and class actions. There has been no collusion between the  
2 Parties in reaching the proposed settlement.

3           b.       Plaintiffs' investigation and discovery have been sufficient to allow the  
4 Court and counsel to act intelligently.

5           c.       Counsel for both parties are experienced in similar employment class action  
6 litigation. All counsel recommended approval of the Agreement.

7           d.       The percentage of objectors and requests for exclusion is small. No  
8 objections were received. No requests for exclusion were received.

9           e.       The participation rate was high. 671 Class Members will be mailed a  
10 settlement payment, representing 100% of the overall Class.

11       9.       The consideration to be given to the Class Members under the terms of the  
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims  
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class  
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays  
15 which would ensue from continued prosecution of the action.

16       10.      The Agreement is approved as fair, adequate and reasonable and in the best  
17 interests of the Class Members.

18           **Attorneys' Fees and Costs**

19       11.      An award of \$416,666 for attorneys' fees, representing one-third (1/3) of the Gross  
20 Settlement Amount, and \$54,183.37 for litigation costs and expenses, is reasonable, in light of the  
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's  
23 lodestar and billing statement.

24           **Class Representative Service Payments**

25       12.      The Agreement provides for a Class Representative Service Payment of not more  
26 than \$12,500 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class  
27 Representative Service Payment in the amount of \$12,500 each to the Plaintiffs is reasonable in  
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort  
2 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general  
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the  
6 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,  
7 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA  
8 Penalties, generate and issue any required tax reporting forms, calculate withholdings and perform  
9 the other remaining duties set forth in the Agreement. The Administrator has documented  
10 \$12,000 in fees and expenses, and this amount is reasonable in light of the work performed by the  
11 Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement  
14 Amount of \$25,000, which shall be allocated \$18,750 to the LWDA as the LWDA's 75% share of  
15 the settlement of civil penalties paid pursuant to the PAGA and \$6,250 to be distributed to the  
16 Aggrieved Employees based on their respective pay periods worked during the PAGA Period,  
17 which is March 18, 2020 to August 2, 2023. The Aggrieved Employees are all individuals who  
18 are or previously were employed by Defendant in the State of California and who were classified  
19 as non-exempt employees at any time during the PAGA Period. The Court finds the PAGA  
20 Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA  
21 Penalties and will be subject to the release of the Released PAGA Claims as set forth below,  
22 whether or not they opt out of the Class.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The certification of the Class for the purposes of settlement is confirmed. The  
27 Class is defined as follows:

1 All individuals who are or previously were employed by Defendant in the State of  
2 California and who were classified as non-exempt employees at any time during  
the Class Period.

3 The Class Period is March 18, 2017 to April 23, 2024.

4 16. All persons who meet the foregoing definition are members of the Class or Class  
5 Members, except for those individuals who submitted a valid request for exclusion (“opt out”)  
6 from the Class. There were no individuals who requested exclusion.

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
8 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund  
9 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to  
10 the Administrator no later than fourteen (14) days after the Effective Date.

11 18. Class Counsel are awarded attorneys' fees in the amount of \$416,666 and costs in  
12 the amount of \$54,183.37. Class Counsel shall not seek or obtain any other compensation or  
13 reimbursement from Defendant, Plaintiffs or members of the Class.

14 19. The payment of the Class Representative Service Payments in the amount of  
15 \$12,500 each to the Plaintiffs is approved.

16 20. The payment of \$12,000 to the Administrator for their fees and expenses is  
17 approved.

18 21. The PAGA Penalties of \$25,000 is approved and shall be allocated in accordance  
19 with the Agreement.

20 22. The Agreement and this Settlement are not an admission by Defendant, nor is this  
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
22 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for  
23 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any  
24 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
25 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
26 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
27 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an  
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1 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding  
2 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval  
3 Order and Judgment, the Agreement, or any other papers and records on file in the Action as  
4 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other  
5 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the  
6 Released PAGA Claims.

7         23. Notice of entry of this Final Approval Order and Judgment shall be given to all  
8 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order  
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the  
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment  
11 to individual Class Members. Plaintiffs shall serve this Final Approval Order and Judgment on  
12 the LWDA.

13         24. If the Agreement does not become final and effective in accordance with the terms  
14 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in  
15 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall  
16 revert to their respective positions as of before entering into the Agreement, and expressly reserve  
17 their respective rights regarding the prosecution and defense of this Action, including all available  
18 defenses and affirmative defenses, and arguments that any claim in the Action could not be  
19 certified as a class action and/or managed as a representative action.

20  
21 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

22         25. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
23 Plaintiffs, and all members of the Class, shall take nothing in the Action.

24         26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
25 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any  
26 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute  
27 arising from or in connection with the distribution of settlement benefits.

1           27.     The Parties are authorized to agree to and to adopt such amendments, modifications  
2 and expansions of the Agreement and all exhibits attached thereto which are consistent with this  
3 Final Approval Order and Judgment and as approved by the Court.

4           28.     Each party shall bear its own attorneys' fees and costs, except as otherwise  
5 provided in the Agreement and in this Final Approval Order and Judgment.

6           29.     As of the Effective Date and upon full funding of the Gross Settlement Amount by  
7 Defendant and all employer payroll taxes owed on the Wage Portion of the Individual Class  
8 Payments, Participating Class Members, on behalf of themselves and their respective former and  
9 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release  
10 Released Parties from the Released Class Claims. "Released Class Claims" are all claims that  
11 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative  
12 Complaint which occurred during the Class Period during employment in a non-exempt position  
13 in California. Except as expressly set forth in the Agreement, Participating Class Members do not  
14 release any other claims, including claims for vested benefits, wrongful termination, violation of  
15 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
16 workers' compensation, or claims based on facts occurring outside the Class Period.

17           30.     As of the Effective Date and upon full funding of the Gross Settlement Amount by  
18 Defendant and all employer payroll taxes owed on the Wage Portion of the Individual Class  
19 Payments, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves  
20 and their respective former and present representatives, agents, attorneys, heirs, administrators,  
21 successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released  
22 PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have  
23 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which  
24 occurred during the PAGA Period during employment in a non-exempt position in California.  
25 The Released PAGA Claims do not include other PAGA claims, underlying wage and hour  
26 claims, claims for wrongful termination, discrimination, unemployment insurance, disability and  
27 worker's compensation, and claims outside of the PAGA Period.

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31. The Released Parties collectively mean: Defendant and each of its former and

present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, any entity owned in whole or party by Defendant, assigns and subsidiaries.

32. As of the Effective Date, Plaintiffs generally, release and discharge Defendant and

the Released Parties from all of the Plaintiffs' Released Claims as set forth fully in the Agreement.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: 09/10/2024

*Valerie R. Chissakis*

VALERIE R.

~~HON. VALERIE R. CHISSAKIS~~

JUDGE, SUPERIOR COURT OF CALIFORNIA

NOTICE: Review Hearing Re: Status of Performance of Judgment is set to occur on:

Date: 7/28/2025  
Time: 8:15 a.m.  
Dept: 8

Remote appearance approved.