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Kane Moon (SBN 249834)
E-mail: kane.moon@moonyanglaw.com
Allen Feghali (SBN 301080)
E-mail: allen.feghali@moonyanglaw.com
Edwin Kamarzarian (SBN 327830)
E-mail: edwin.kamarzarian@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

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BRANDON E. RILEY, CLERK
By G. Lichty
DEPUTY

Attorneys for Plaintiff Glenish Wallick

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

GLENISH WALLICK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAMPBELL SOUP SUPPLY COMPANY, LLC,
a limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2021-0000865

[Assigned for all Purposes to the Honorable
George J. Abdallah, Department 10A]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with the Notice of Motion and Motion
for Final Approval, Declaration of Kane
Moon, Declaration of Madely Nava, and
Declaration of Plaintiff Glenish Wallick]*

Action Filed: January 29, 2021
Trial Date: Not Set

FINAL APPROVAL HEARING

Date: March 29, 2023

Time: 9:00am

Dept.: 10A

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

MAR 06 2023

BY FAX

1 On November 17, 2022, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement that was reached between Plaintiff Glenish
3 Wallick ("Plaintiff") and Campbell Soup Supply Company, LLC ("Defendant," and together
4 with Plaintiff, the "Parties") in resolution of the above-caption litigation ("Litigation"). Plaintiff
5 now seeks an order and judgment granting final approval of the Joint Stipulation of Class Action
6 Settlement ("Settlement Agreement"), attached to the Declaration of Kane Moon in Support of
7 Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit 1.

8 Due and adequate notice having been given to the Settlement Class Members, as defined
9 below, and the Court having reviewed and considered Plaintiff's Motion for Final Approval of
10 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
11 proceedings had herein, the record in this Litigation, and only one written objection received
12 regarding the proposed Settlement, and good cause appearing, **IT IS HEREBY ORDERED,**
13 **ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
15 terms as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over all claims asserted in the Litigation, Plaintiff, the
17 Settlement Class Members, and Defendant.

18 3. The Court held a final fairness hearing on the question of whether the proposed
19 Settlement, attorneys' fees and costs to Class Counsel, and the Class Representative's
20 enhancement award should be finally approved as fair, reasonable, and adequate as to Class
21 Members.

22 4. The Court finds that the Settlement Agreement appears to have been made and
23 entered into in good faith, the terms of which are fair, reasonable, and adequate, and therefore
24 meets the requirements for final approval. The Court approves the Settlement Agreement subject
25 to the limitations on the requested fees and enhancements, as set forth below.

26 5. By operation of this Final Order and Judgment and Defendant's payment of all
27 sums due pursuant to the Settlement Agreement, including the employer share of payroll taxes,
28 the Class Representative and each Class Member who did not submit a valid and timely request

1 for exclusion shall have, except as to such rights or claims as may be created by the Settlement
2 Agreement, fully, finally, and forever released, relinquished, and discharged Defendant from
3 all Released Claims, as stated in the Settlement Agreement and reproduced here:

4 a. **Identity of Released Parties.** The Settlement Class Members will fully release and
5 hold harmless Defendant, its past or present subsidiaries, affiliates, parents, related
6 business entities and its and their respective officers, directors, shareholders,
7 employees, agents, principals, heirs, representatives, accountants, auditors,
8 consultants, insurers and reinsurers, successors and predecessors in interest, and
9 attorneys (collectively, "Releasees").

10 b. **Claims Released By Settlement Class Members.** As of the Effective Date, and
11 upon Defendant providing the Gross Settlement Amount to the Claims
12 Administrator, and except as to such rights or claims as may be created by this
13 Agreement, each and every Settlement Class Member, on behalf of himself or
14 herself and his or her heirs and assigns hereby releases Releasees from the following
15 claims ("Released Claims") for the entire Class Period:

16 i. Any and all claims that are asserted in the Second Amended Complaint
17 (including, but not limited to: any claims for failure to provide minimum
18 wage and overtime wages, failure to provide meal breaks, failure to provide
19 rest breaks, failure to calculate meal period or rest break premiums
20 accurately, failure to calculate regular rate of pay or overtime correctly,
21 failure to timely pay all final wages, failure to provide accurate written wage
22 statements; any related claims for unfair business practices (including
23 unlawful, deceptive, or unfair business practices prohibited by the California
24 Business and Professions Code § 17200, *et seq.* arising out of alleged
25 violations of wage, hour and related record-keeping provisions of the
26 California Labor Code, the applicable wage orders of the California
27 Industrial Welfare Commission, and any applicable state law; and claims for
28 civil penalties under the Private Attorney General Act) or that could have

1 been asserted between January 29, 2017 through the date of Preliminary
2 Approval from the facts alleged in the Second Amended Complaint. The
3 Release will cover the time period up to and including the date the Settlement
4 receives preliminary approval by the Court. With respect to any Settlement
5 Class Members who cash the Settlement Payment checks they receive
6 pursuant to Paragraph 38(e), this release shall also include any and all claims
7 under the Fair Labor Standards Act ("FLSA") that are asserted in the
8 operative complaints filed in the Litigation or that could have been asserted
9 between January 29, 2017 through the date of Preliminary Approval from
10 the facts alleged in the operative complaints filed in the Litigation.

- 11 ii. Release of FLSA Claims: Without conceding that any release of claims
12 under the Fair Labor Standards Act ("FLSA") requires any affirmative
13 conduct or opt-in by Settlement Class Members, the Parties agree that the
14 cashing of checks by Settlement Class Members shall be deemed an opt-in
15 to an FLSA collective action and, with respect to the Settlement Class
16 Members who cash the Settlement Payment checks, the release specified in
17 Paragraph 48(b)(1) shall also include any and all claims under the FLSA that
18 are asserted in the operative complaints filed in the Litigation or that could
19 have been asserted between January 29, 2017 through the date of
20 Preliminary Approval from the facts alleged in the operative complaints filed
21 in the Litigation. Each Settlement Class Member's check will include the
22 following language, or words to that effect, immediately above the
23 endorsement signature line: "I understand and acknowledge that, by cashing
24 or depositing this check, I reiterate my agreement to the release set forth in
25 the Joint Stipulation, including release of wage and hour claims, and to opt
26 into the Settlement for purposes of the Fair Labor Standards Act (FLSA),
27 and forever release any FLSA claims related to the claims asserted in the
28 Litigation."

1 6. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement Agreement and approved by the Court.

3 7. The Court affirms certification, for settlement purposes only, of the following
4 class (the "Settlement Class"): "All current and former non-exempt employees of Defendant
5 who worked for Defendant in California at any time from January 29, 2017 to November 17,
6 2022." Excluded from the Settlement Class are all persons who properly and timely elected to
7 opt out.

8 8. The only request for exclusion that was properly and timely received was for the
9 following individual: Eustolia Peredia. Accordingly, the foregoing individual is excluded from
10 the Settlement Class.

11 9. All other Class Members who did not request exclusion from the Settlement had
12 an opportunity to object to the Settlement Agreement. Only one written objection was received,
13 which was for an individual named Pari Alari. The objection is hereby overruled.

14 10. The Notice of Class Action Settlement ("Class Notice"), which was attached to
15 the Settlement Agreement as Exhibit A and provided to the Settlement Class, conforms with the
16 requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice
17 practicable under the circumstances, by providing individual notice to all Class Members who
18 could be identified through reasonable effort, and by providing due and adequate notice of the
19 proceedings and of the matters set forth therein to the Class Members. The Class Notice fully
20 satisfies the requirements of due process and provided sufficient notice to all persons entitled
21 thereto.

22 11. The Court finds that the Gross Settlement Fund, the Net Settlement Fund, and the
23 methodology used to calculate and pay each Settlement Class Member's Allocation Amount are
24 fair and reasonable and authorizes the Claims Administrator to pay the Settlement shares in
25 accordance with the terms of the Settlement Agreement. Defendant shall pay into a common
26 fund the total of \$950,000.00 ("Gross Settlement Amount") to resolve this Litigation. Defendant
27 shall fund the Gross Settlement Amount within 15 calendar days of the Effective Date of the
28 Settlement, as that term is defined in the Settlement Agreement. Thereafter, Settlement

1 Allocation Amounts shall be distributed to Settlement Class Members and shall be effected
2 pursuant to the terms of the Settlement Agreement.

3 12. From the Gross Settlement Amount, \$60,000.00 shall be paid to the California
4 Labor and Workforce Development Agency ("LWDA"), representing 75% of the penalties
5 awarded under the terms of the Settlement Agreement pursuant to the Private Attorneys General
6 Act of 2004 (Labor Code § 2698 *et seq.*).

7 13. The Court confirms the appointment of Plaintiff as Class Representative. In
8 addition to any recovery that Plaintiff may receive under the Settlement as a Class Member, the
9 Court approves and orders an enhancement payment in the amount of \$10,000.00 from the Gross
10 Settlement Amount to Plaintiff for her role and service as Class Representative, and for the risks
11 and work attendant to that role.

12 14. The Court confirms the appointment of Moon & Yang, APC as Class Counsel, as
13 they are experienced in wage-and-hour class action litigation, have no conflicts of interest with
14 Plaintiff or Class Members, and have adequately represented Class interests. The Court
15 approves and orders the payment to Class Counsel from the Gross Settlement Amount for their
16 reasonable attorneys' fees in the amount of \$380,000.00 (the total award does not exceed the
17 40% of the Gross Settlement Amount limit), as well as for their reasonable and actual litigation
18 expenses in the amount of \$28,134.70 (the total award does not exceed the \$30,000.00 limit).
19 These fees and costs shall be distributed to Class Counsel as set forth in the Settlement
20 Agreement. The Court finds that the fees are reasonable in light of the benefit provided to the
21 Class.

22 15. The Court confirms the appointment of ILYM Group, Inc. as the Claims
23 Administrator. The Court approves and orders the payment of administration costs in the amount
24 of \$10,990.00 to ILYM Group, Inc. from the Gross Settlement Amount for the performance of
25 its services (the total award does not exceed the \$20,000.00 limit).

26 16. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
27 notice of this Final Order and Judgment to all Settlement Class Members via first class mail at their
28 last known addresses.

1 17. This Order and Judgment is intended to be a final disposition of the Litigation in its
2 entirety and is intended to be immediately appealable.

3 18. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement Agreement and any and all claims asserted in,
5 arising out of, or related to the subject matter of the Litigation, including but not limited to all
6 matters related to the Settlement Agreement and the determination of all controversies relating
7 thereto.

8 19. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
9 GRANTED, and the Court directs that final judgment shall be entered in accordance with the terms
10 of this Order.

11 20. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
12 January 3, 2024 at 8:45^{AM} in Department 10A. Class Counsel is ordered to file a final
13 report and declaration by the Settlement Claims Administrator regarding settlement distribution no
14 later than DECEMBER 15, 2023. No appearance by the Parties is required at the Case Review
15 if the Settlement Administrator's declaration is filed prior to the hearing and the Settlement
16 Administrator reports that all the distributions under the Settlement Agreement are complete.

17 **IT IS SO ORDERED.**

18
19 DATE: March 29, 2023

George J. Abdallah

Hon. George J. Abdallah
Judge of the San Joaquin County
Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Christopher A. Stecher
Michelle Abdolhosseini
Maricel Schilt
Menchie Garcia
Keesal, Young & Logan
450 Pacific Avenue,
San Francisco, CA 94133
(415) 398-6000 (office) | (415) 981-0136 (fax)
christopher.stecher@kyl.com
michelle.abdolhosseini@kyl.com
maricel.schilt@kyl.com
menchie.garcia@kyl.com

*Attorneys for Defendant Campbell Soup Supply Company,
LLC.*

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **March 6, 2023** at Los Angeles, California.

Janelle Jickain
Type or Print Name



Signature