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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

MAGALI MARTINEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

READY ROAST NUT COMPANY, L.L.C., a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. MCV084692

*[Assigned for All Purposes to Hon. Katherine
Rigby, Dept. 45]*

[PROPOSED] FINAL JUDGMENT

Date: August 7, 2023
Time: 8:30 a.m.
Dept.: 45

1 This matter came on regularly for hearing before this Court on August 7, 2023, pursuant
2 to California Rule of Court 3.769 and this Court's March 3, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Class Action and PAGA Settlement (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court
6 hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All former non-exempt employees of Defendant Ready Roast Nut
11 Company, L.L.C. who worked for Defendant at any time in California
12 during the period of August 23, 2016 through September 27, 2020.

13 2. Plaintiff Magali Martinez is hereby confirmed as Class Representative, and Scott
14 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on March 3, 2023, and the notice process
18 has been completed in conformity with the Court's Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Notice of Class Settlement and Fairness
20 Hearing provided due and adequate notice of the proceedings and matters set forth therein,
21 informed Settlement Class members of their rights, and fully satisfied the requirements of
22 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, no
24 Settlement class members have opted out of the Settlement, and that the 100% participation rate
25 in the Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

4 6. For purposes of settlement only, the Court finds that (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members individually is
6 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
7 is a well-defined community of interest among members of the Settlement Class with respect to
8 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
9 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
10 adequately protected the interests of the Settlement Class members; (e) a class action is superior
11 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
12 are qualified to serve as counsel for the Class Representative and the Settlement Class.

13 7. Defendant has delivered the Gross Settlement Amount of \$325,000.00 to Phoenix
14 Settlement Administrators, the Settlement Administrator, as provided for in the Settlement.

15 8. The Court finds that the settlement payments, as provided for in the Settlement,
16 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
17 individual payments in conformity with the terms of the Settlement.

18 9. The Court finds that a Service Award in the amount of \$5,000.00 for Plaintiff
19 Magali Martinez is appropriate for his risks undertaken and service to the Settlement Class. The
20 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
21 Administrator make this payment in conformity with the terms of the Settlement.

22 10. The Court finds that attorneys' fees in the amount of \$108,333.33, and actual
23 litigation costs of \$8,773.55 for Class Counsel, are fair, reasonable, and adequate, and orders
24 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
25 the terms of the Settlement.

1 11. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
2 the Settlement Amount for all of its work done and to be done until the completion of this matter,
3 and finds that sum appropriate.

4 12. The Court finds that the payment to the California Labor & Workforce
5 Development Agency (“LWDA”) in the amount of \$7,500.00 for its share of the settlement of
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 this payment to the LWDA in conformity with the terms of the Settlement.

9 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
10 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
11 separately, and in addition to, the Class Settlement Amount.

12 14. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class members, will be bound by the Settlement will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 15. Plaintiff and every member of the Settlement Class (except those who timely and
17 properly submit a Request for Exclusion as set forth below) will fully and forever completely
18 release and discharge Defendant, its past and present owners, officers, directors, shareholders,
19 managers, employees, agents, principals, heirs, representatives, accountants, auditors,
20 consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates,
21 parents, insurers and attorneys (“Released Parties”) from all claims, demands, rights, liabilities,
22 and any and all claims and causes of action under state, federal and local law, known or unknown,
23 that were pled or could have been pled in the operative Second Amended Complaint in the Action
24 arising out of the factual allegations made in the operative complaint and that reasonably arise
25 or could have arisen out of the facts alleged in the operative complaint, that arose during the
26 Class Period defined above with respect to the following claims: (i) failure to provide meal
27 periods; (ii) failure to authorize and permit rest periods; (iii) failure to provide accurate, itemized
28

wage statements; (iv) failure to timely pay all wages upon termination; (v) failure to pay all minimum wages; (vi) failure to pay all overtime wages; (vii) failure to reimburse necessary business expenses; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (ix) all other claims for damages, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief that allegedly arise out of the aforementioned claims (collectively, the “Released Claims”). These Released Claims include, but are not limited to, all claims for damages, penalties and/or attorney fees and costs under Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et. seq., (PAGA), 2802, Wage Order No. 8, Code of Civil Procedure §1021.5 and Business and Professions Code § 17200 based on the facts as alleged in the Second Amended Complaint that accrued at any time during the Class Period.

16. PAGA Employees, including Plaintiff (and including those who opt-out from the Class portion of the Settlement), will release and forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 which were pled, asserted and/or described in the letters to the Labor & Workforce Development Agency (“LWDA”) dated February 17, 2021 and September 12, 2022 and the operative Second Amended Complaint in the Action, or which could have been pled in the operative Second Amended Complaint in the Action based on the factual allegations pled therein that arose during the PAGA Period (collectively, “PAGA Released Claims”). These PAGA Released Claims include, but are not limited to, all civil penalties and attorney fees and costs recoverable under 2698, et. seq., (PAGA) based on allegations of violations under Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2802, based on the facts as alleged in the Second Amended Complaint and Plaintiffs’ notices submitted to the LWDA that accrued at any time during the PAGA Period. The PAGA Period and the time period of the PAGA Released Claims is defined as the time period of February 17, 2020 through September 27, 2020 (“PAGA Period”).

1 17. In light of the Class Representative Service Award, Plaintiff agrees to release, in
2 addition to the Released Claims described above, all claims, whether known or unknown, under
3 federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff
4 understands that this release includes unknown claims, which includes waiving all rights and
5 benefits afforded by Section 1542 of the California Civil Code, which provides:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
8 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
9 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
10 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
11 **DEBTOR OR RELEASED PARTY.**

12 18. The releases identified herein will only be effective upon the date that Defendant
13 fully funds the Gross Settlement Amount or the Effective Date, whichever is later. The “Effective
14 Date” is defined as the latter of: (a) the Court's final approval of the settlement if no objections by
15 or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if
16 an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution
17 of any appeal that has been filed.

18 19. This document shall constitute a final judgment pursuant to California Rule of
19 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
20 approval hearing, the court must make and enter judgment. The judgment must include a
21 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
22 judgment. The court may not enter an order dismissing the action at the same time as, or after,
23 entry of judgment.”

24 20. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
25 Order, and this Judgment.

26 **JUDGMENT IS SO ENTERED.**

27 Dated: _____, 2023

28 _____
Honorable Katherine Rigby
Judge of the Superior Court