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15 and the Plaintiff Class

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FRESNO COUNTY SUPERIOR COURT
By: Louana Peterson, Deputy

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

14 JESSE CRUZ, individually, and on behalf
15 of all others similarly situated,

16 Plaintiff,

16 vs.

17 STRATAS FOODS LLC, and DOES 1
18 through 100, inclusive,

19 Defendants.

Case No. 21CECG00450

CLASS ACTION

[PROPOSED] ORDER AND JUDGMENT:

- (1) GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
- (2) AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
- (3) AWARDING ENHANCEMENT TO THE REPRESENTATIVE PLAINTIFF; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS

Date: May 25, 2023
Time: 3:30 p.m.
Dept.: 502

1 This matter came before the Superior Court of the State of California, in and for the County
2 of Fresno, Department 403, at 3:30 p.m. on April 19, 2023, with Cole & Van Note appearing as
3 counsel for Representative Plaintiff Jesse Cruz, individually, and on behalf of the Plaintiff Class,
4 and Littler Mendelson, P.C. appearing as counsel for defendants Stratas Foods LLC and Does 1
5 through 100 ("Defendants"). The Court, having carefully considered the briefs, argument of
6 counsel and all matters presented to the Court and good cause appearing, hereby **GRANTS**
7 Plaintiff's Motion for Final Approval of Class Action Settlement.

8 9 **FINDINGS**

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

12 1. All terms used herein shall have the same meaning as defined in the proposed
13 Settlement Agreement ("Agreement").

14 2. This Court has jurisdiction over the subject matter of the above-captioned litigation
15 and over all Parties to this litigation, including the Settlement Class.

16 17 **Preliminary Approval of the Settlement**

18 3. On November 3, 2022, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the Court approved certification of a provisional Settlement Class
20 for settlement purposes only.

21 22 **Notice to the Plaintiff Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice Package was
24 mailed by first class mail to the Class Members at their last known addresses on or around January
25 6, 2023. Mailing the Class Notice Package to Class Members' last known addresses was the best
26 notice practicable under the circumstances and was reasonably calculated to communicate actual
27 notice of the litigation and the proposed settlement to the Plaintiff Class.
28

1 5. According to the Claims Administrator, there are 140 members of the Plaintiff
2 Class who will receive an Individual Settlement Share. The deadline for opting out has passed and
3 no Plaintiff Class members have opted out. There was an adequate interval between mailing of the
4 Notice and the deadline to permit Class Members to choose what to do and act on their decision.

5
6 **Fairness of the Settlement**

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

9 7. There has been no collusion between the parties in reaching the proposed
10 settlement.

11 8. Plaintiff's investigation and discovery has been sufficient to allow the Court and
12 counsel to act intelligently.

13 9. Counsel for both parties are experienced in similar employment class action
14 litigation. All counsel recommended approval of the Agreement.

15 10. No Class Member opted out.

16 11. The consideration to be given to the Settlement Class members under the terms of
17 the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
18 claims asserted in this Action and is fair, reasonable and adequate compensation for the release of
19 Settlement Class Members' claims, given the uncertainties and risks of litigation and delays which
20 would ensue from continued prosecution of the action.

21 12. The proposed Agreement is approved as fair, reasonable and adequate and in the
22 best interests of class members.

23
24 **Attorneys' Fees/Costs**

25 13. The Agreement provides for (and counsel seeks) an award of up to \$167,650.00 to
26 Class Counsel as attorneys' fees and costs in this action, representing 35% of the Gross Settlement
27 Fund.
28

1 14. The award of attorneys' fees and costs is reasonable in light of the contingent nature
2 of Class Counsel's fee, the substantial amount of work actually performed, such that the fee award
3 is a fraction of the lodestar, the risks assumed, the results achieved by Class Counsel and in light
4 of the significant amount of uncompensated work Class Counsel anticipates post-final approval of
5 the settlement.

6
7 **Enhancement Awards**

8 15. The Agreement provides for an Enhancement Award of up to \$5,000 for
9 Representative Plaintiff Jesse Cruz from the Gross Settlement Amount, subject to the Court's
10 approval. The Court finds this Enhancement Award reasonable in light of the risks and burdens
11 undertaken by the Representative Plaintiff in this Action and for his time and effort in bringing
12 and prosecuting this matter on behalf of the Plaintiff Class.

13
14 **Cost of Settlement Administration**

15 16. The Agreement provides for payment of settlement administration expenses from
16 the Gross Settlement Amount. The Settlement Administrator has \$4,630 in Claims Administration
17 expenses. The amount of this payment is reasonable in light of the work performed by the
18 Settlement Administrator and shall be awarded thereto.

19
20 **PAGA Payment**

21 17. The Settlement provides for a payment of \$15,000 for a release of PAGA claims,
22 75% of which will be remitted to the California Labor and Workforce Development Agency
23 ("LWDA") and 25% of which will remain in the Net Settlement Fund.

IT IS HEREBY ORDERED THAT:

1. The Settlement Class is certified for the purposes of settlement only. The Settlement Class is hereby defined as:

All current and former non-exempt employees who worked at any time for Defendant Stratas Foods LLC in California within the Settlement Period, excluding any such individuals who opt out of this Settlement.

2. All persons who meet the foregoing definition and did not exclude themselves from the Agreement are members of the Settlement Class.

3. The Agreement is hereby finally approved as fair, reasonable, adequate and in the best interest of the Settlement Class.

4. Class Counsel are awarded attorneys' fees and costs in the amount of \$167,650.00. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Settlement Class. Class Counsel is not entitled to any additional reimbursement for actual costs.

5. The payment of the Enhancement Award in the amount of \$5,000 to Plaintiff Jesse Cruz is approved.

6. The payment of \$4,630 to the Settlement Administrator for settlement administration services is approved.

7. The PAGA payment to the California Labor and Workforce Development Agency in the amount of \$11,250 (i.e., 3/4 of \$15,000) is approved.

8. A Final Judgment in this action is hereby entered and this shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

9. This Final Judgment shall bind each Settlement Class member and shall operate as a full release and discharge of the released claims against the released parties. All rights to appeal the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have *res judicata* effect and bar all Settlement Class members from bringing any action asserting Settlement Class Members' released claims under the Agreement.

1 10. The Agreement and Settlement are not an admission by Defendant, nor is this Final
2 Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by
3 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement nor any
4 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
5 as or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
6 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
7 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
8 an admission or concession with regard to the denials or defenses by Defendant and shall not be
9 offered in evidence in any action or proceeding against Defendant in any court, administrative
10 agency or other tribunal for any purpose whatsoever, other than to enforce the provisions of this
11 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.
12 Notwithstanding these restrictions, any of the released parties may file in the Action or any other
13 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers
14 and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
15 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
16 released claims. Nothing set forth in this Order shall be construed to modify the absolute obligation
17 of the Representative Plaintiff to dismiss with prejudice, upon payment of the settlement amount
18 set forth in the settlement agreement, all of their claims set forth in this Action.

19 11. Notice of entry of this Final Approval Order and Final Judgment shall be given to
20 Class Counsel on behalf of Plaintiff and all Settlement Class members. It shall not be necessary to
21 send notice of entry of this Final Approval Order and Final Judgment to individual Settlement
22 Class members. The time for any appeal shall run from service of notice of entry of the Final
23 Approval Order and Final Judgment by Class Counsel on Defendant.

24 12. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to
25 construe, interpret, implement and enforce the Agreement and this Judgment, to hear and resolve
26 any contested challenge to a claim for settlement benefits and to supervise and adjudicate any
27 dispute arising from, or in connection with, the distribution of settlement benefits.
28

13. In the event the Settlement does not become final and effective in accordance with the terms of the Settlement Agreement, or is terminated, cancelled or fails to become effective for any reason, then this Final Approval Order and Final Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

14. A Compliance Hearing is hereby set for 5/23, 2023 at 3:30 a.m./p.m. in Department 502 of this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit a Compliance Statement, accompanied by a Declaration from the Settlement Administrator (including a summary accounting identifying the distributions made, the number and value of any uncashed checks, the status of any unresolved issues and any other matters appropriate to evaluate the effectiveness and completeness of the distribution).

IT IS SO ORDERED.

Dated: 5/25/23

By: [Signature]

Judge of the Superior Court