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

IKEYEE JACKSON, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SAMUEL, SON & CO. (USA) INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CVRI2101679

(Assigned to the Honorable Harold Hopp, Dept.
10)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
JUDGMENT**

Date: June 5, 2023

Time: 8:30 a.m.

Dept.: 10

Complaint Filed: March 30, 2021

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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1 Plaintiff Ikeyee Jackson (“Plaintiff” or “Jackson”) and Defendant Samuel, Son & Co.
2 (USA) Inc. (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint
3 Stipulation of Class Action Settlement and Release of Claims (“Stipulation” or “Settlement
4 Agreement”), which was fully executed on April 14, 2022, to settle the above-captioned class
5 action subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
7 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion which came on for hearing
9 on June 5, 2023.

10 **I. BACKGROUND**

11 On March 30, 2021, Plaintiff Ikeyee Jackson (“Plaintiff”) filed a complaint on behalf of
12 himself and all similarly situated employees against Defendant Samuel, Son & Co. (USA) Inc.
13 (“Defendant”) in the Superior Court of the State of California for the County of Riverside. The
14 First Amended Complaint asserts a cause of action for violation of Labor Code section 226(a)
15 and a cause of action for violation of the Private Attorneys General Act (“PAGA”), Labor Code
16 section 2698, et seq., predicated on Defendant’s alleged violation of Labor Code section 226(a).
17 Plaintiff seeks penalties, attorneys’ fees, and costs.

18 **A. Class Members**

19 The “Class Members” are defined as “All current and former employees of Defendant in
20 the State of California who were paid shift differential and/or shift premium wages at any time
21 between November 1, 2020, through June 11, 2021.”

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order dated January 11, 2023, this Court
24 conditionally certified the Class and granted preliminary approval to the Settlement. The
25 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The
26 Court entered the Preliminary Approval Order after review and consideration of all of the
27 pleadings filed in connection herewith and the oral presentations made by counsel at the hearing.

28 In compliance with the Preliminary Approval Order, the Class Notice was sent to all

1 Class Members via U.S. first class mail. The notice process was timely completed.

2 This Court finds that the Settlement appears to be the product of serious, informed, non-
3 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
4 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
5 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
6 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
7 approval of a class action settlement under California law. Under the provisions of California
8 Code of Civil Procedure § 382 and FRCP 23, as approved for use by the California state court in
9 *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a
10 class where:

11 [Q]uestions of law or fact common to the members of the class
12 predominate over any questions affecting only individual
13 members, and that a class action is superior to the available
14 methods for the fair and efficient adjudication of the controversy
... Fed. R. Civ. Proc. 23.

15 Certification of a settlement class is the appropriate judicial device under these circumstances.

16 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
17 FOLLOWS:

18 1. The Court, for purposes of this Order, adopts all defined terms and conditions as
19 set forth in the Settlement Agreement attached as Exhibit A to the Declaration of Nicholas
20 Rosenthal in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement,
21 and filed in this case on April 20, 2022.

22 2. The Court has jurisdiction over the subject matter of this litigation and the Class
23 Representative, the other members of the Class, and Defendant.

24 3. The Court finds that the dissemination of the Notice of Pendency of Class Action
25 and Proposed Settlement as disseminated to the Class Members, fully and accurately informed
26 the Class Members of all material elements of the Settlement and of their opportunity to
27 participate in, object to or comment thereon, or to seek exclusion from, the Settlement;
28 constituted the best notice practicable under the circumstances to all persons within the definition

1 of the Class, and fully met the requirements of California law and due process under the United
2 States Constitution.

3 4. The Court approves the settlement of the above-captioned action, as set forth in
4 the Settlement Agreement, as fair, just, reasonable, and adequate. The Settling Parties are
5 directed to perform in accordance with the terms set forth in the Settlement Agreement.

6 5. A full opportunity has been afforded to the Class Members to participate in the
7 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
8 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
9 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
10 timely and validly Request for Exclusion ("Settlement Class Members") are bound by this Final
11 Approval Order and Judgment.

12 6. Except as otherwise provided in the Settlement Agreement, the Settling Parties
13 are to bear their own costs and attorneys' fees.

14 7. The Court finds that the applicable requirements of California Code of Civil
15 Procedure section 382 and California Rule of Court 3.769, et seq. have been satisfied with
16 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
17 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
18 The Court hereby certifies the following Class for settlement purposes only: All current and
19 former employees of Defendant in the State of California who were paid shift differential and/or
20 shift premium wages at any time between November 1, 2020, through June 11, 2021.

21 8. With respect to the Class and for purposes of approving the settlement only and
22 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
23 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
24 questions of law or fact common to the Class, and there is a well-defined community of interest
25 among members of the Class with respect to the subject matter of the claims in this litigation; (c)
26 the claims of Class Representative is typical of the claims of the members of the Class; (d) the
27 Class Representative has fairly and adequately protected the interests of the members of the
28 Class; (e) a class action is superior to other available methods for an efficient adjudication of this

1 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are
2 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
3 the Class.

4 9. Defendant shall fund \$241,442.50 of the total Gross Settlement Fund pursuant to
5 the terms of the Settlement Agreement.

6 10. The Court approves the Individual Settlement Payment amounts, which shall be
7 distributed pursuant to the terms of the Settlement Agreement. Any envelope transmitting
8 Individual Settlement Payment amounts shall bear the notation, "YOUR CLASS ACTION
9 SETTLEMENT CHECK IS ENCLOSED." Individual Settlement Payment checks shall be
10 negotiable for 180 days from the date of mailing.

11 11. Phoenix Settlement Administrators shall mail a reminder postcard to any class
12 member whose settlement distribution check has not been negotiated within 60 days after the
13 date of mailing. If any of the class members are current employees of the defendant, the
14 distribution mailed to those employees is returned to the administrator as being undeliverable,
15 and the administrator is unable to locate a valid mailing address, the administrator shall arrange
16 with the defendant to have those distributions delivered to the employees at their place of
17 employment.

18 12. After the 180-day period, any remaining funds from voided uncashed checks shall
19 be redistributed to those Class Members who cashed their checks.

20 13. One (1) Request for Exclusion from Settlement was submitted by Pauline S.
21 Paulin-Benton.

22 14. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
23 \$80,480.83 (\$52,312.54 to Diversity Law Group, \$28,168.29 to Polaris Law Group), and
24 reimbursement of costs in the amount of \$1,926.77 (all to Diversity Law Group); (b)
25 enhancement payment to the Class Representative Ikeyee Jackson in the amount of \$7,500.00;
26 and (c) \$9,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, for the
27 costs relating to the claims administration process in this matter. The Court finds that these
28 amounts are fair and reasonable. Defendant is directed to make such payments from the Gross

Settlement Fund and in accordance with the terms of the Settlement Agreement.

15. The Court finds that the allocation of \$20,000.00 toward penalties under the California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of \$15,000 to the California Labor and Workforce Development Agency, and the amount of \$5,000 to be distributed to Class Members, according to the terms and methodology set forth in the Settlement Agreement.

16. A Final Report (Non-appearance) Hearing is set for April 11, 202~~1~~⁴, at ~~8:30~~ 9:30 a.m./p.m. A Report concerning the amount of money distributed shall be filed by

4/2/24, 202~~3~~, ,

17. Settlement Class Members will be provided with notice of the instant Judgment via an insert included with their settlement check stating: "The Court has granted final approval of the settlement in the matter of *Ikeyee Jackson v. Samuel, Son & Co. (USA), Inc.*, Riverside County Superior Court Case No. CVRI2101679. You previously received notice that you are a Class Member in this matter and were given the opportunity to opt-out. As you did not choose to opt-out, enclosed please find your share of the settlement."

18. The Court hereby enters Judgment by which (i) Settlement Class Members shall be conclusively determined to have given a release of any and all Released Claims against the Released Parties, as set forth in the Settlement Agreement, and (ii) Plaintiff and the State of California shall be conclusively determined to have given a release of any and all Released PAGA Claims, against the Released Parties, as set forth in the Settlement Agreement. This Final Approval Order and Judgment shall have res judicata effect.

19. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

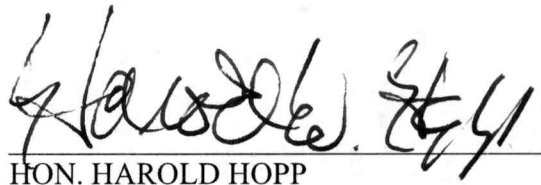
20. The Settlement Agreement and this Settlement are not an admission by

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

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

IT IS SO ORDERED AND ADJUDGED.

DATED: 6/5/23


HON. HAROLD HOPP
SUPERIOR COURT OF CALIFORNIA