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Clerk of the Napa Superior Court

By: [Signature]
Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

EDGAR ALEJANDRO SILVA-BRANBILA,
on behalf of himself and all others similarly
situated,

Plaintiff,

v.

BARRY CALLEBAUT USA, LLC a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 21CV000337

Assigned to Hon. Scott R.L. Young

CLASS ACTION

⁵²⁴
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING INFO

Date: December 20, 2022

Time: 8:30 a.m.

Dept.: B

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT THEREON**

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement and Release of Claims (the
3 "Settlement Agreement" and/or the "Settlement") came on for hearing on December 20, 2022, in
4 Department B of the above-entitled court. The Final Approval Motion was unopposed by
5 Defendant Barry Callebaut USA, LLC ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, any
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered into by all parties in good faith, and the Settlement Agreement is
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court
11 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
12 oral and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representative, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Class Members and fully met the requirements of
22 California law and due process under the California and United States Constitutions. Based on
23 evidence and other materials submitted, the actual notice to the Settlement Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
26 of the Settlement Class Members included: failure to provide accurate itemized wage statements,
27 failure to pay all overtime wages, waiting time penalties, failure to pay meal and rest period
28 premiums at the regular rate of pay, unfair business practices, and PAGA penalties based on the

1 foregoing Labor Code violations pled in the operative Complaint or that could have been pled.

2 5. No class members timely and validly opted-out of this Settlement.

3 6. All Class Members who did not opt-out of the Settlement ("Settlement Class
4 Members") are entitled to payment pursuant to the Settlement and this Judgment.

5 7. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties
7 and the State of California. The Settling Parties are directed to perform in accordance with the
8 terms set forth in the Settlement Agreement.

9 8. The Settling Parties are to bear their own costs, except as otherwise provided in
10 the Settlement Agreement.

11 9. For purposes of effectuating this Order and Judgment (including the Released
12 Class Claims of Settlement Class Members), this Court has certified the following class: all of
13 Defendant's current and former non-exempt hourly employees in California employed between
14 December 18, 2019 and December 20, 2021 who (1) worked overtime hours and received shift
15 premium pay; or (2) received at least one wage statement; or (3) received meal and/or rest period
16 premium pay under California law during December 18, 2019 and December 20, 2021. The Court
17 deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

18 10. With respect to the Settlement Class Members and for purposes of approving this
19 Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
20 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
21 there are questions of law or fact common to the Settlement Class Members, and there is a well-
22 defined community of interest among the Settlement Class Members with respect to the subject
23 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
24 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
25 interests of the Settlement Class Members; (e) a class action is superior to other available methods
26 for an efficient adjudication of this controversy; and (f) the counsels of record for the Class
27 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
28 individual and representative capacity and for the Settlement Class Members.

1 11. By this Judgment, each of the Settlement Class Members shall be deemed to have,
2 and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
3 discharged all Released Class Claims, as defined in the Settlement Agreement.

4 12. By this Judgment, the Class Representative shall release, relinquish, and
5 discharge, and by operation of the Judgment shall have, fully, finally, and forever released,
6 relinquished, and discharged all of the Released Class Claims, Class Representative's Claims,
7 and other released claims as fully set forth in the Settlement Agreement.

8 13. By this Judgment, Plaintiff, the State of California, and each Aggrieved
9 Employees shall release, relinquish, and discharge, and by operation of the Judgment shall have,
10 fully, finally, and forever released, relinquished, and discharged all Released PAGA Claims as
11 set forth in the Settlement Agreement

12 14. The Settlement Agreement and this Judgment are binding on, and have res judicata
13 and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass
14 the Released Class Claims and Class Representative's Claims that are maintained by or on behalf
15 of the named Plaintiff and/or her spouse, heirs, assigns, successors, beneficiaries, devisees,
16 legatees, executors, administrators, trustees, conservators, guardians, personal representatives,
17 and assigns, (ii) that encompass the Released Claims and that are maintained by or on behalf of
18 any Class Member and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees,
19 legatees, executors, administrators, trustees, conservators, guardians, personal representatives,
20 and assigns, regardless of whether the Class Member previously initiated or subsequently initiates
21 individual litigation or other proceedings encompassed by the Released Claims, and even if such
22 Class Member never received actual notice of the Action or this proposed Settlement, and (iii)
23 that encompass the Released PAGA Claims and that are maintained by or on behalf of the State
24 of California, any person acting on its behalf or as its representative, and/or any Aggrieved
25 Employee and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees, legatees,
26 executors, administrators, trustees, conservators, guardians, personal representatives, and assigns,
27 regardless of whether the Aggrieved Employee previously initiated or subsequently initiates
28 individual litigation or other proceedings encompassed by the Released PAGA Claims, and even

1 if such Aggrieved Employee never received actual notice of the Action or this proposed
2 Settlement.

3 15. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
4 any act performed or document executed pursuant to or in furtherance of the Settlement
5 Agreement or the Settlement: (i) is or may be deemed to be or may be used by the Class
6 Representative or Settlement Class Members as an admission of, or evidence of, the validity of
7 any of the Settlement Class Members' Released Class Claims, or of any wrongdoing or liability
8 of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be
9 used by the Class Representative or Settlement Class Members as an admission of, or evidence
10 of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal,
11 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
12 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
13 this Action in any other action that may be brought against it or them in order to support a defense
14 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
15 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
16 similar defense or counterclaim.

17 16. The "Settlement Amount" to be paid under the Settlement Agreement is \$350,000.
18 From this amount, Class Counsel collectively sought an award of Attorneys' Fees of \$116,666.67,
19 and Costs in the amount of \$9,082.52, a Class Representative Service Payment for the Class
20 Representative Edgar Alejandro Silva-Branbila of \$10,000, \$7,500 to the Settlement
21 Administrator, ILYM, and \$7,500 to the LWDA for PAGA Penalties. The Court finds that the
22 Settlement Amount is fair, reasonable and adequate, and awards the payments set forth above
23 from the Settlement Amount. After deducting the foregoing payments from the Settlement
24 Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class
25 Members as set forth in the Settlement Agreement and as calculated by the Settlement
26 Administrator.

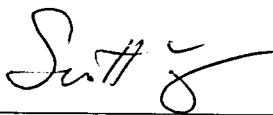
27 17. The Settlement Administrator is directed to calculate the Settlement Class
28 Member's Individual Settlement Amounts from the Net Settlement Amount and issue all

1 payments in accordance with the Settlement Agreement, and in the time frames set forth in the
2 Settlement Agreement.

3 18. This document shall constitute a Judgment for purposes of California Rule of
4 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
5 Class Representative, the Settlement Class Members, and Defendant for the purposes of
6 supervising the implementation, enforcement, construction, administration, and interpretation of
7 the Settlement Agreement and this Judgment.

8 **IT IS SO ORDERED.**

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10 Dated: December 20, 2022

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12 HON. SCOTT R.L. YOUNG
13 JUDGE OF THE SUPERIOR COURT
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