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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT

Margaret Mena

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

ALFREDO SALAS, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

GOLDEN SPECIALTY FOODS, LLC, a
Colorado limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 22CV-00393

Assigned for All Purposes to:
Honorable Brian McCabe
Courtroom 8

CLASS ACTION

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

Hearing Date: October 24, 2022
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: February 9, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Alfredo Salas' ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Enhancement Payment, and after considering the papers submitted in support of
4 the motion, including the Joint Stipulation of Class Action Settlement and Release ("Settlement
5 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant Golden Specialty Foods, LLC ("Defendant") entered a
7 Settlement Agreement on or about March 17, 2022, to settle this class action lawsuit.

8 The Court entered an Order dated April 25, 2022, preliminarily approving the settlement
9 of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
11 Members, scheduling a Final Approval Hearing for October 24, 2022, and providing Class
12 Members with an opportunity to object, request exclusion, or submit a Claim Form.

13 The Court held a Final Approval Hearing on October 24, 2022.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided, all capitalized
16 terms in this Order and Judgment shall have the same meaning as set forth in the Agreement.

17 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
18 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
19 Class Members' claims. The Court has subject matter jurisdiction over this matter, including
20 jurisdiction to approve the settlement, grant final certification, and dismiss the class action.

21 3. Final Class Certification. The Court finds the Class satisfies all applicable
22 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
23 process. Accordingly, the Court certifies a Class consisting of all individuals who are or
24 previously were employed by Defendant in the State of California, whether employed directly
25 by Defendant or through a staffing/temporary agency, and classified as non-exempt at any time
26 during the period from June 14, 2017, to March 12, 2022 ("Class," "Class Members," and
27 "Class Period"). There are one hundred one (101) Class Members who submitted timely and
28 valid Claim Forms for participation in the Class Action Settlement ("Claimants") who will

1 receive their share of the Net Settlement Amount.

2 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
3 Gharajeh, and Chancellor Nobles of the Justice Law Corporation have fully and adequately
4 represented the Class for purposes of entering and implementing the Settlement and have
5 satisfied the requirements of Code of Civil Procedure section 382.

6 5. Notice Packet. The Court finds the Notice of Class Action Settlement and Claim
7 Form (collectively, known as the "Notice Packet") and its distribution to Class Members have
8 been implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval
9 Order. The Court also finds the Notice Packet:

10 a. constitutes notice reasonably calculated, under the circumstances, to
11 apprise Class Members of: (i) pendency of the class action; (ii) material terms and provisions
12 of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of
13 the proposed Settlement; (iv) their right to exclude themselves from the Class and the
14 Settlement; (v) their right to claim an Individual Settlement Payment by submitting a Claim
15 Form; (vi) their right to appear at the Settlement Final Approval Hearing; and (vii) binding
16 effect of the orders and judgment in the class action, whether favorable or unfavorable, on
17 Class Members who do not affirmatively opt-out ("Settlement Class Members");

18 b. constitutes notice fully satisfying the requirements of Code of Civil
19 Procedure section 382, California Rule of Court 3.769, and due process;

20 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

21 d. constitutes the best practicable notice to Class Members.

22 6. Final Settlement Approval. The terms and provisions of the Settlement were
23 entered in good faith and are the product of arm's-length negotiations by experienced counsel
24 who have done a meaningful investigation of the claims in the dispute. The Settlement and all
25 its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the
26 best interests of the Parties. The Parties are hereby directed to implement the Settlement
27 according to its terms and provisions.

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1 7. Binding Effect. The terms and provisions of Agreement and this Order and
2 Judgment are binding on the Settlement Class Members, as well as their heirs, executors and
3 administrators, successors, and assigns, and those terms shall have res judicata and other
4 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by
5 or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
6 involve matters that were or could have been raised in the class action and are encompassed by
7 the release of the Released Claims. The Agreement will have no binding effect upon, and
8 provide no res judicata preclusion to, Class Members who opted out.

9 8. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and
10 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
11 compromised, relinquished, and discharged with respect to all the Released Parties any and all
12 Released Claims.

13 a. General Release by the Class Representative. As of the Effective Date, and as a
14 condition of the class action settlement, Plaintiff shall provide a separate general
15 release to all the Released Parties as set forth in the Agreement. Furthermore,
16 Plaintiff shall be deemed to have, and by operation of the final approval Order
17 shall have, expressly waived and relinquished, to the fullest extent permitted by
18 law, the provisions, rights, and benefits of section 1542 of the Civil Code, or any
19 other similar provision under federal or state law.

20 b. Released Parties. The Released Parties are Defendant and each of its past,
21 present and future agents, employees, servants, officers, directors, partners,
22 trustees, representatives, shareholders, stockholders, attorneys, parents,
23 subsidiaries, equity sponsors, related companies/corporations and/or
24 partnerships, divisions, assigns, predecessors, successors, insurers, consultants,
25 joint venturers, joint employers, affiliates, alter-egos, and affiliated
26 organizations, and all of its respective past, present and future employees,
27 directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
28 subsidiaries, and assigns, and each of them.

1 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
2 any action to enforce the terms and provisions of the Settlement Agreement.

3 10. Class Representative Enhancement Payment. The Court finds the Class
4 Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of
5 the Maximum Settlement Amount, to be reasonable and appropriate. The Class Representative
6 Enhancement Payment is to be paid pursuant to the terms and provisions of the Agreement.

7 a. The rationale for making enhancement payments is the class representatives
8 should be compensated for the expense and risk incurred in conferring a benefit
9 on other class members. Such enhancement payments are appropriate if they are
10 necessary to induce individuals to participate in the suit. Criteria courts may
11 consider include the: (1) risk in commencing this suit; (2) notoriety and personal
12 difficulties encountered; (3) amount of time and effort spent; (4) duration of the
13 litigation; and (5) personal benefit (or lack thereof) enjoyed.

14 b. The Court reviewed Plaintiff's declaration outlining his involvement in the case.
15 Given the risks inherent in his services as the class representative, the duration of
16 the case and time involved, and the benefits created for the Class, the Court
17 approves the Class Representative Enhancement Payment of \$10,000.

18 11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of
19 \$171,000, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel,
20 to be reasonable and appropriate. The Court also finds an award for attorneys' actual costs of
21 litigation of \$14,788.04, to be paid by Defendant to Class Counsel out of the Maximum
22 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
23 pursuant to the terms and provisions of the Settlement. Defendant shall not be required to pay
24 for any other attorneys' fees, costs, or disbursements incurred by Class Counsel or any other
25 counsel representing Plaintiff or Class Members. Defendant shall not be required to pay for any
26 other attorneys' fees, costs, or disbursements incurred by Plaintiff or Class Members in
27 connection with or related to the class action, Settlement, administration of the Settlement,
28 and/or Released Claims.

a. The Court has an independent right and responsibility to review the requested attorneys' fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The requested attorneys' fees by Class Counsel of \$171,000 is thirty-eight percent (38%) of the common fund created for the benefit of the Class Members and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved for the Class, financial risk undertaken, novel and difficult nature of this litigation, skill required to deal with these issues, percentage fees award in other cases, and contingent fees charged in private marketplace, the Court finds the request for the attorneys' fees is consistent with the legal marketplace, is reasonable, and is approved.

b. The Court reviewed Douglas Han's declaration regarding the costs expended in the prosecution of this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$18,000 in litigation costs. The Court finds Class Counsel expended \$14,788.04 in litigation costs and that such costs were reasonable. The Court approves the payment of attorneys' costs of \$14,788.04 for the reimbursement of the costs and expenses incurred by Class Counsel.

12. Claims Administration Costs. The Court finds the Claims Administration Costs of \$7,450, to be paid by Defendant to the Claims Administrator out of the Maximum Settlement Amount, to be reasonable and appropriate. The Claims Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Cassandra Polites from Simpluris, Inc. ("Simpluris"), the Court-approved Claims Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, the notice constitutes the best practicable notice to the Class, and the notice satisfied due process. Thus, the Court approves a payment for Claims Administration Costs of \$7,450 for Simpluris' services in administering the Settlement.

1 13. PAGA Payment. The Court finds the Private Attorneys General Act of 2004
2 ("PAGA") Payment of \$10,000, seventy-five percent (75%) of which (\$7,500) will be paid by
3 Defendant to the California Labor and Workforce Development Agency out of the Maximum
4 Settlement Amount and twenty-five percent (25%) of which (\$2,500) will be distributed, pro
5 rata, based on weeks worked to all PAGA Aggrieved Employees, to be reasonable and
6 appropriate. The PAGA Payment is to be paid pursuant to the terms of the Agreement.

7 14. Funding of the Settlement. Within three (3) business days after Final Approval
8 of the Settlement, the Claims Administrator will provide the Parties with an accounting of the
9 amounts to be paid by Defendant pursuant to the Settlement. Defendant will deposit all Court-
10 approved costs, fees, payments, and claim amounts from the Maximum Settlement Amount into
11 a Qualified Settlement Fund account to be established by the Claims Administrator within
12 twenty (20) business days of the Effective Date. Within three (3) business days of the Court
13 granting final approval, the Claims Administrator will calculate all payments due.

14 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
15 Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contends the
16 proposed Settlement was the product of arm's-length negotiations following extensive
17 litigation, discovery, and exchange of documentation. The negotiations were facilitated with the
18 help of mediator Eve Wagner, Esq., an experienced and well-respected class action mediator.

19 a. With respect to the benefit to the Class, the gross *average* Individual Settlement
20 Payment is about \$1,172.09, and the gross *highest* Individual Settlement Share is
21 around \$5,807.81 under the proposed allocation.

22 b. There were no Notices of Objection to and no Requests for Exclusion from the
23 Settlement. This is further proof of the fairness of the Settlement.

24 16. Uncashed Checks. Any checks issued by the Claims Administrator to Claimants
25 will be negotiable for at least one hundred twenty (120) calendar days. Uncashed settlement
26 checks will be sent to California State Controller's Unclaimed Property Fund.

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1 17. Modification of Settlement Agreement. The Settlement Class Members are
2 hereby authorized to agree to and adopt amendments to or modifications of the Settlement by a
3 written instrument signed by the named Parties and counsel for all Parties or their successors-in-
4 interest. Such amendments or modifications shall be consistent with this Order and Judgment
5 and cannot limit the rights of Settlement Class Members under the Settlement.

6 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
7 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
8 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
9 other necessary purpose, including, without limitation:

- 10 a. enforcing the terms and provisions of the Agreement and resolving any disputes,
11 claims, or causes of action in the class action that, in whole or in part, are related
12 to or arise out of the Agreement or this Order and Judgment;
- 13 b. entering such additional orders as may be necessary or appropriate to protect or
14 effectuate this Order and Judgment approving the Agreement, and permanently
15 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure
16 the fair and orderly administration of the Agreement; and
- 17 c. entering any other necessary or appropriate orders to protect and effectuate this
18 Court's retention of continuing jurisdiction.

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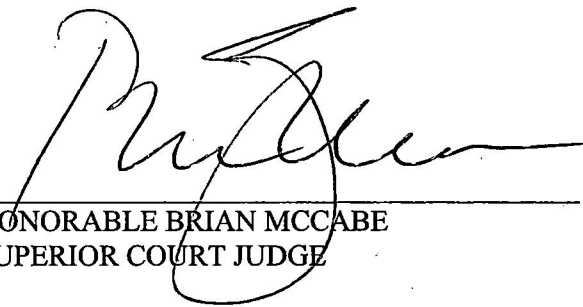
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1 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
2 and Class Representative Enhancement Payment is GRANTED. The Claims Administrator is
3 directed to carry out the terms of the Settlement Agreement forthwith.

4 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
5 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
6 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
7 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
8 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
9 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
10 THE JUDGMENT THEREON.

11 IT IS SO ORDERED.

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13 DATED: OCT 25 2022


14 HONORABLE BRIAN MCCABE
15 SUPERIOR COURT JUDGE
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On October 26, 2022, I served the foregoing document described as

PROOF OF SERVICE