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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHRIS WARD, JOSE PEREDA, and TAWNY
MILLIGAN, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

RELISH LABS LLC, D/B/A HOME CHEF, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2113821

Honorable David S. Cohn
Department S26

CLASS ACTION

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

Date: July 13, 2023
Time: 10:00 a.m.
Department: S-26

Complaint Filed: May 13, 2021
FAC Filed: August 26, 2022
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S-26 of the
2 above-entitled Court, located at 247 West 3rd Street, San Bernardino, California 92415, on
3 Plaintiffs Chris Ward, Jose Pereda, and Tawny Milligan’s (together, “Plaintiffs”) Motion for Final
4 Approval of Class Action Settlement, Fee and Expense Award, and Service Payments (“Motion
5 for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Morrison &
6 Foerster LLP appeared on behalf of Defendant Relish Labs LLC (“Defendant”).

7 On January 13, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
10 Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
11 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
12 Action.

13 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all Parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All individuals employed by Defendant as hourly-paid and/or non-exempt
26 employees within the State of California at any time during the period from
May 13, 2017 to and including January 13, 2023 (“Class” or “Class Members”).

27 4. The Notice of Settlement of Class Action (“Class Notice”), the Notice of Eligible
28

1 Work Weeks (Form A), and the Request for Exclusion (Form B) (“Notice Packet”), that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Settlement and of their right to be excluded from or to object to the Class
4 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
5 notice to all Class Members; and complied fully with the laws of the State of California, the United
6 States Constitution, due process and other applicable law. The Notice Packet fairly and adequately
7 described the Settlement and provided the Class Members with adequate instructions and a variety
8 of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the Parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who do not submit
26 a valid and timely Request for Exclusion (“Settlement Class Member”) are bound by this Final
27 Approval Order and Judgment.

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1 7. The Court finds that the following Class Members have timely and validly opted
2 out of the Settlement and will not be bound by this Final Approval Order and Judgment: Jose
3 Ramos, Juan Razo, Ricardo Garcia Villareal, Tyrone Edwards, Diane Vera, Tommy Clark, Carlos
4 Morales, Robert Ramirez, and Carlos Loya.

5 8. The Court finds that the allocation of \$150,000.00 toward penalties under the
6 California Private Attorneys General Act of 2004 (“PAGA Settlement Amount”), is fair,
7 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
8 the PAGA Settlement Amount as follows: the amount of \$112,500.00 to the California Labor and
9 Workforce Development Agency, and the amount of \$37,500.00 which is to form the PAGA Fund
10 from which individual PAGA Settlement Awards will be determined and distributed to all PAGA
11 Group Members, according to the terms and methodology set forth in the Settlement Agreement.
12 PAGA Group Members are defined to include:

13 Plaintiffs and (1) all current and former hourly-paid or non-exempt
14 employees who were employed by Defendant in California during the
15 period from September 17, 2019 to January 13, 2023 (the “PAGA
16 Period”) and (2) all salaried exempt production supervisors employed
by Defendant in California during the PAGA Period.

17 9. The Court finds that payment of Settlement Administration Costs in the amount of
18 \$21,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
19 notice and settlement administration process. It is hereby ordered that the Settlement
20 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
21 amount not to exceed \$21,000.00, in accordance with the terms and methodology set forth in the
Settlement Agreement.

22 10. The Court finds that the Service Payments sought are fair and reasonable for the
23 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
24 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Chris Ward, Jose
25 Pereda, and Tawny Milligan for their Service Payments, according to the terms and methodology
26 set forth in the Settlement Agreement.

27 11. The Court finds that the request for attorneys’ fees in the amount of \$483,333.33 to
28 Class Counsel falls within the range of reasonableness, and the results achieved justify the award

sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$483,333.33 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$18,753.16 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$18,753.16 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court hereby enters Judgment by which each and every Settlement Class Member shall be and hereby is conclusively determined to have given a release of any and all Released Class Claims against all Released Parties, as set forth in the Settlement Agreement and Class Notice, and by which each and every PAGA Group Member and the State of California shall be and hereby are conclusively determined to have given a release of any and all Released PAGA Claims against all Released Parties.

14. It is hereby ordered that, within five (5) court days of the entry of this Judgment, Plaintiffs Pereda and Milligan shall take the steps necessary to secure the dismissal with prejudice of their separately-filed actions, pending in this Court as *Jose Pereda v. Relish labs LLC, d/b/a Home Chef*, Case No. CIVSB2026010, and *Tawny Milligan v. Relish Labs LLC, d/b/a Home Chef*, Case No. CIVSB2116459, respectively.

15. It is hereby ordered that Defendant shall remit the Settlement Fund Amount into a Settlement Fund established by the Settlement Administrator within fifteen (15) business days after the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that the Settlement Administrator shall distribute the Class Settlement Award checks to Settlement Class Members and the PAGA Settlement Award checks to PAGA Group Members within ten (10) business days of Defendant's remittance to the

1 Settlement Administrator of the Settlement Fund Amount, according to the methodology and terms
2 set forth in the Settlement Agreement.

3 17. Each check issued to a Settlement Class Member or PAGA Group Member shall
4 remain valid and negotiable for a period of one hundred and eighty (180) calendar days from the
5 date of issuance of the check, and after this time period, the check(s) shall be automatically
6 cancelled if not cashed, deposited, or otherwise negotiated by the Settlement Class Member or
7 PAGA Group Member within that time, although the individual shall remain a Settlement Class
8 Member and/or PAGA Group Member bound by the Judgment entered herein. After 180 days, any
9 amounts from cancelled checks shall be transmitted to the Legal Aid Society of San Bernardino.
10 Prior to transmitting the funds from uncashed checks to the Legal Aid Society of San Bernardino,
11 the Parties shall submit a stipulation and proposed order to the Court complying with California
12 Code of Civil Procedure section 384's amended provisions as to *cy pres* beneficiaries.

13 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
14 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
15 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
16 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
17 any dispute arising from or in connection with the distribution of settlement benefits.

18 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
19 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
20 Action Solutions' website for a period of at least sixty (60) calendar days after the date of entry of
21 this Final Approval Order and Judgment. Individualized notice is not required.

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.
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24

25 Dated: _____

HONORABLE DAVID S. COHN
JUDGE OF THE SUPERIOR COURT