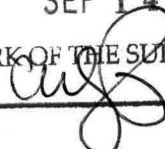


1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Fletcher W. Schmidt (SBN 286462)
5 fschmidt@haineslawgroup.com
6 Andrew J. Rowbotham (SBN 301367)
7 arowbotham@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355
12 *Attorneys for Plaintiff*

FILED
ALAMEDA COUNTY

SEP 14 2022
CLERK OF THE SUPERIOR COURT
By  Deputy

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ALAMEDA**

16 KETEMA NELSON, as an individual and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 vs.
20

21 SANTINI FOODS, INC., a Texas
22 corporation; and DOES 1 through 100,

23 Defendants.
24
25
26
27
28

CASE NO. RG21090890

*[Case assigned for all purposes to the Hon.
Evelio Grillo, Dept. 21]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: September 13, 2022
Time: 10:00 a.m.
Dept.: 21

Action Filed: March 4, 2021
Trial Date: None Set

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] JUDGMENT AND ORDER

Plaintiff Ketema Nelson's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment came on regularly for hearing before this Court on September 13, 2022, at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Amended Stipulation of Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to Plaintiff's Supplemental Briefing filed on April 15, 2022, and all other documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the benefits to be received by the Settlement Class members pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement Class defined as:

All current and former non-exempt employees of Santini Foods, Inc. ("Defendant") in California who worked at any time between October 15, 2018, and February 5, 2022 (the "Class Period"), and who did not sign a separation agreement during the Class Period.

3. Plaintiff Ketema Nelson is hereby confirmed as the Class Representative and Fletcher W. Schmidt, Paul K. Haines, and Andrew Rowbotham of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to the Settlement Class members as set forth in the Settlement Agreement, which was approved by the Court on April 27, 2022, and the notice process has been

1 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
2 notice constituted reasonable notice under the circumstances, and constituted valid, due, and
3 sufficient notice to all Settlement Class members. The Notice of Class Action Settlement provided
4 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
5 Class members of their rights, and fully satisfied the requirements of California Code of Civil
6 Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States
7 Constitutions, and other applicable law.

8 5. The Court finds that no Settlement Class member objected to or requested to be
9 excluded from the Settlement, resulting in a 100% participation rate. The Court determines that
10 this response supports final approval.

11 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
12 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
13 according to its terms.

14 7. For purposes of settlement only, the Court finds that: (a) the Settlement Class
15 members are ascertainable and so numerous that joinder of all members is impracticable; (b) there
16 are questions of law or fact common to the Settlement Class members, and there is a well-defined
17 community of interest among Settlement Class members with respect to the subject matter of the
18 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
19 Class members; (d) the Class Representative has fairly and adequately protected the interests of
20 the Settlement Class members; (e) a class action is superior to other available methods for an
21 efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as counsel
22 for the Class Representative and the Settlement Class members.

23 8. The Court finds that given the absence of objections, and objections being a
24 prerequisite to appeal, this Order shall be considered final as of the Effective Date (which is
25 defined in the Settlement Agreement as the date which the Court grants final approval of the
26 Settlement).

27 9. As of the date that this Judgment becomes final, all Settlement Class members
28 release and discharge Defendant, its past and present officers, directors, shareholders, managers,

1 employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants,
2 and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and
3 attorneys (collectively “Defendant’s Releasees”) from all claims, demands, rights, liabilities and
4 causes of action that were pled in the operative complaint in the class and representative lawsuit
5 titled *Ketema Nelson v. Santini Foods, Inc.*, Alameda County Superior Court, Case No.
6 RG21090890 (“the Action”), or which could have been pled in the operative complaint in the
7 Action based on the factual allegations therein, that arose during the Class Period (collectively
8 the “Class Released Claims”). The time period covered by this release is October 15, 2018, to
9 February 5, 2022, and will become effective upon the date that Defendant deposits the entire
10 Maximum Settlement Amount with ILYM Group, Inc. (the “Settlement Administrator”).

11 10. The Court orders Defendant to deposit the entire Maximum Settlement Amount of
12 \$440,000.00 with the Settlement Administrator within 65 calendar days of the date of this Order.

13 11. The Court finds that the payment to the State of California Labor and Workforce
14 Development Agency (“LWDA”) in the amount of \$30,000.00 for its 75% share of the civil
15 penalties allocated under the Private Attorneys General Act, Labor Code § 2968 *et seq.* (“PAGA”)
16 is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
17 payment in conformity with the terms of the Settlement.

18 12. The Court finds that the Class Representative Enhancement Payment in the
19 amount of \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount
20 of time and effort spent by Plaintiff as the Class Representative; and the service Plaintiff provided
21 to the Settlement Class members. The Court finds that this amount is fair, reasonable, and
22 adequate, and orders that the Settlement Administrator make this payment in conformity with the
23 terms of the Settlement.

24 13. The Court finds that attorneys’ fees in the total amount of \$146,666.67 and
25 litigation costs of \$13,532.14 for Class Counsel are fair, reasonable, and adequate. The Court
26 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
27 with the terms of the Settlement and this Judgment and Order. The Court orders that 10% of any
28

1 fee award will remain in the Settlement Administrator's qualified settlement fund until the
2 completion of the distribution process and Court approval of a final accounting.

3 14. The Court orders that the Settlement Administrator shall be paid \$11,300.00 from
4 the Maximum Settlement Amount for all of its work done and to be done until the completion of
5 this matter and finds that sum appropriate.

6 15. The Court finds that the Individual Settlement Payments, as provided for in the
7 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
8 distribute these payments in conformity with the terms of the Settlement.

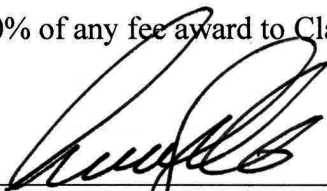
9 16. Any funds from Individual Settlement Payment checks remaining uncashed after
10 the 180-day check-cashing deadline will be distributed to Legal Aid at Work, a 501(c)(3) *cy pres*
11 dedicated to providing legal services to the indigent population in and around Alameda County.

12 17. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a
15 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,
17 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
18 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
19 Code of Civil Procedure § 664.6.

20 18. Plaintiff will submit to the Court a final report in the form of a declaration from
21 the Settlement Administrator on or before June 30, 2023, setting forth the total amount that was
22 paid to Settlement Class members and the parties' agreed-upon *cy pres*, Legal Aid at Work. The
23 Court will hold a non-appearance case review on July 11, 2023, to review the report and determine
24 if any further reports or hearings are necessary, as well as to amend the judgment to direct the
25 Settlement Administrator to submit the remaining 10% of any fee award to Class Counsel.

26 **IT IS SO ORDERED.**

27 Dated: **SEP 14 2022**, 2022



Honorable Evelio Grillo
Judge of the Superior Court