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*Attorneys for Plaintiff*

**FILED**  
Superior Court of California  
County of Los Angeles

06/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ADAM LLAMAS, individually, and on behalf  
of other members of the general public  
similarly situated;

Plaintiff,

v.

STEUBER CORPORATION D/B/A  
ALTAFOODCRAFT COFFEE AND  
REFRESHMENT SERVICES, a California  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 21STCV25673

Assigned for All Purposes to:  
Honorable Stuart M. Rice  
Department 1

**CLASS ACTION**

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

Hearing Date: June 3, 2024  
Hearing Time: 10:30 a.m.  
Hearing Place: Department 1

Complaint Filed: July 13, 2021  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Adam Llamas' ("Plaintiff")  
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in  
3 support of the motion, including the Amended Class Action and PAGA Settlement Agreement  
4 ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND ORDERS:**

5 Plaintiff and Defendant Steuber Corporation d/b/a AltaFoodcraft Coffee and Refreshment  
6 Services ("Defendant") entered the Settlement Agreement on or about December 14, 2023 to  
7 settle this lawsuit.

8 The Court entered an order dated December 15, 2023 preliminarily approving the  
9 settlement of this 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 the Class  
11 Members, providing the Class Members with an opportunity to object to the Settlement or  
12 exclude themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on June 3, 2024 to determine whether to give  
14 final approval to the Settlement of this lawsuit.

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

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has  
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect  
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,  
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable  
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due  
25 process. The Court certifies the Class consisting of all current and former hourly-paid or non-  
26 exempt employees of Defendant within the State of California at any time during the period from  
27 January 13, 2017 to March 4, 2023 ("Class," "Class Members," and "Class Period"). There are  
28 two hundred nineteen (219) Class Members who did not submit valid and timely Requests for

1 Exclusion from the Settlement (“Participating Class Members”). The Administrator did not  
2 receive any requests for exclusion from the Class Members.

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the  
4 Class for the purposes of entering and implementing the Settlement and satisfied the  
5 requirements of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Court Approved Notice of Class Action and  
7 PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its  
8 distribution to the Class Members were implemented pursuant to the Settlement and this Court’s  
9 Preliminary Approval Order. The Court also finds the Class Notice:

- 10 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)  
11 pendency of this lawsuit; (ii) material terms and provisions of the Settlement  
12 Agreement and their rights; (iii) their right to object to any aspect of the  
13 Settlement Agreement; (iv) their right to exclude themselves from the Settlement  
14 Agreement; (v) their right to receive settlement payments; (vi) their right to  
15 appear at the Final Approval Hearing; and (vii) binding effect of the orders and  
16 judgment in this lawsuit on all the Participating Class Members;
- 17 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure  
18 section 382, California Rule of Court 3.769, and due process;
- 19 c. constitutes the best practicable notice to the Class Members under the  
20 circumstances of this lawsuit; and
- 21 d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

22 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude  
23 any action to enforce the terms and provisions of the Settlement Agreement.

24 7. Final Settlement Approval. The terms and provisions of the Settlement  
25 Agreement have been entered into in good faith and are the product of arm’s-length negotiations  
26 by experienced counsel who have carried out a meaningful investigation of the claims. The  
27 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,  
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reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

a. PAGA Release by LWDA, State of California, and Alleged Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the California Labor and Workforce Development Agency (“LWDA”), State of California, and all Alleged Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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b. Plaintiff's Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiff's Release. Plaintiff also expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

10. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$7,500, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payment of \$7,500 to Plaintiff.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$300,000, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual

1 litigation costs incurred of \$18,538.71, to be paid by Defendant to Class Counsel out of the  
2 Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid  
3 pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not  
4 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by  
5 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also  
6 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements  
7 incurred by Plaintiff or Class Members in connection with or related in any manner to this  
8 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and  
9 Released PAGA Claims.

10       a. The Court has an independent right and responsibility to review the Class Counsel  
11 Fees Payment and only award so much as it determines reasonable. (See  
12 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,  
13 127-128.) The Class Counsel Fees Payment of \$300,000 is one-third (1/3) of the  
14 common fund created for the benefit of the Class and is supported by use of the  
15 percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1  
16 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken,  
17 difficult nature of this litigation, skills required, percentage fees award in previous  
18 and other cases, and contingent fees charged in the marketplace, the Court finds  
19 the Class Counsel Fees Payment is consistent with the marketplace, is reasonable,  
20 and is approved.

21       b. The Court reviewed the declaration of Douglas Han regarding the costs expended  
22 in prosecuting this case. Under the terms of the Settlement, Class Counsel may  
23 seek reimbursement of up to \$25,000 in litigation costs. The Court finds Class  
24 Counsel expended \$18,538.71 in litigation costs, and such costs were reasonable.  
25 Thus, the Court approves the payment of the Class Counsel Litigation Expenses  
26 Payment of \$18,538.71 from the common fund for the reimbursement of Class  
27 Counsel's litigation costs.

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1           12.   Administration Expenses Payment. The Court finds Administration Expenses  
2 Payment of \$8,250, to be paid by Defendant to the Administrator out of the Gross Settlement  
3 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid  
4 pursuant to terms and provisions set forth in the Settlement Agreement.

5           a. The Court reviewed the declaration of Mayra Gonzalez from Phoenix Class  
6 Action Administration Solutions, the Administrator. The Court finds notice was  
7 provided to the Class pursuant to the Preliminary Approval Order, constitutes the  
8 best practicable notice to the Class, and satisfied due process. Thus, the Court  
9 approves the payment of the Administration Expenses Payment of \$8,250 for the  
10 Administrator's services in administering the Settlement.

11           13.   PAGA Penalties. The Court finds the PAGA Penalties of \$50,000, seventy-five  
12 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement  
13 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to the Aggrieved  
14 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be  
15 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

16           14.   Funding the Gross Settlement Amount. Defendant shall fully fund the Gross  
17 Settlement Amount of \$900,000 and fund the amounts necessary to fully pay Defendant's share  
18 of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days  
19 after the Effective Date. Within fourteen (14) days after Defendant funds the Gross Settlement  
20 Amount, the Administrator will mail checks to all the appropriate entities and persons.

21           15.   Fairness of the Settlement. As noted in the Preliminary Approval Order, the  
22 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the  
23 Settlement was the product of arm's-length negotiations following extensive litigation,  
24 discovery, and exchange of documentation. The negotiations were facilitated with the aid of  
25 Tripper Ortman, an experienced and well-respected mediator.

26           a. The fairness of the Settlement is demonstrated by there being no objections to and  
27 no requests for exclusion from the Settlement.

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b. The fairness of the Settlement is further illustrated by the gross *average* Individual Class Payment being approximately \$1,642.52, and the gross *highest* Individual Class Payment being about \$9,925.77.

c. After the above-mentioned payments are deducted from the Gross Settlement Amount, a Net Settlement Amount of \$359,711.29 will be made available for distribution to the Participating Class Members.

16. Uncashed Checks. The Class Members must cash or deposit their settlement checks within one hundred eighty (180) days after the checks are mailed to them. Uncashed settlement checks will be canceled and transmitted to the California State Controller's Unclaimed Property Fund.

17. Modification of Agreement. The Participating Class Members are hereby authorized to agree to and adopt amendments to or modifications of the Agreement by an express written instrument signed by all Parties or their representatives and approved by the Court. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of the Participating Class Members under the Agreement.

18. Non-Appearence Case Review. The Court sets a nonappearance case review on June 3, 2025 ~~December 27, 2024~~ in Department 1. Within five (5) court days before this hearing, Plaintiff shall file a final report summarizing all distributions made. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to the Class Members and the residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

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

a. enforcing the terms and provisions of the Settlement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement or this Order and Judgment;

- 1 b. entering such additional orders as may be necessary or appropriate to protect or  
2 effectuate this Order and Judgment approving the Settlement, and permanently  
3 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the  
4 fair and orderly administration of the Settlement; and  
5 c. entering any other necessary or appropriate orders to protect and effectuate this  
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,  
8 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is  
9 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF  
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT  
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS  
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE  
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING  
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND  
16 THE JUDGMENT THEREON.

17 IT IS SO ORDERED.

18  
19 DATED: June 3, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge  
HONORABLE STUART M. RICE  
SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On June 5, 2024, I served the foregoing document described as

**AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT**

for the following case: **Llamas v. Steuber Corporation d/b/a AltaFoodcraft Coffee and Refreshment Services**  
LWDA/Court Case No.: **LWDA Case No.: CM-830930-21**  
**Court Case No.: 21STCV25673**  
**Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

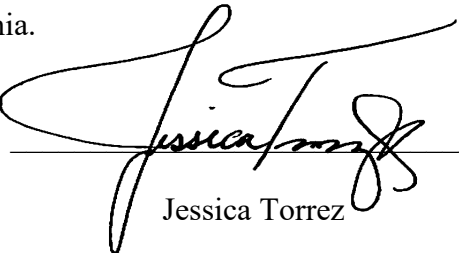
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 5, 2024, at Pasadena, California.

  
\_\_\_\_\_  
Jessica Torrez