

FILED
Clerk of the Superior Court

JUN 06 2024
By [Signature]
DEPUTY CLERK

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO**

MARIA R. MARTINEZ, on behalf of herself
the Class Members, Aggrieved Employees,
and State of California,

Plaintiff,

vs.

MARIANI PACKING CO. INC.,

Defendant.

Case No.: FCS056622

Hon. Christine A. Carringer
Dept. 12

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING FINAL
JUDGMENT

Date: June 6⁶, 2024

Time: 8:30 a.m.

Dept.: 12

Complaint Filed: June 2, 2021

Trial Date: None Set

1 The Unopposed Motion for Final Approval of Class Action and PAGA Settlement
2 ("Motion"), filed by Plaintiff Maria Martinez, came on regularly for hearing before this Court on
3 June⁶~~5~~, 2024 at 8:30 a.m. Consistent with the Court's Order Granting Plaintiff's Unopposed Motion
4 for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order")
5 and the Class Action Settlement Agreement and Release ("Settlement"), attached as **Exhibit 1** to
6 the Declaration of Carolyn H. Cottrell previously filed with Plaintiff's Unopposed Motion for
7 Preliminary Approval of Class Action and PAGA Settlement, due and adequate notice having been
8 given to all Class Members, and having considered all papers filed and proceedings had herein, and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED, AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement.

12 2. This Court has continuing jurisdiction over the subject matter of this Action and over
13 all Parties to this Action, including all Settlement Class Members, until the Settlement is fully
14 administered. Cal. R. Ct. 3.769(h).

15 3. The Court hereby finds the Settlement was entered into in good faith pursuant to and
16 within the meaning of California Code of Civil Procedure § 877.6. The Court further finds that the
17 Settlement is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards and
18 applicable requirements for final approval of this Settlement under California law, including the
19 provisions of California Code of Civil Procedure § 382.

20 4. The Court finds that the Settlement has been reached as a result of intensive, serious
21 and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate
23 their respective positions. The Court also finds that Settlement at this time will avoid additional
24 substantial costs, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the
26 Settlement and recognizes the significant value to the Settlement Class Members.

27 5. The Court finds that the settlement class is properly certified as a class for settlement
28 purposes only, and orders that it be certified for settlement purposes only.

29 6. The Court finds that distribution of the Notice of Settlement directed to the Class
30 Members as set forth in the Settlement has been completed in conformity with the Preliminary
31 Approval Order, including individual notice to all Class Members who could be identified through
32 reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement

1 provided due and adequate notice of the proceedings and of the matters set forth therein, including
2 the proposed Settlement, to all persons entitled to the Notice, and the Notice and its distribution
3 fully satisfied the requirements of due process.

4 7. The Court finds that zero Class Members objected to the Settlement and zero Class
5 Members have requested exclusion from the Settlement.

6 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
7 Settlement according to its terms.

8 9. Upon final approval of the Settlement and payment of the amounts set forth therein,
9 each and every Released Claim of each and every respective Settlement Class Member is and shall
10 be deemed to be conclusively released as against the Released Parties.

11 10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable
12 and adequate compromise of the Released Claims against Defendant and the Released Parties.

13 11. The Parties entered into the Settlement to resolve the dispute that has arisen
14 between them and to avoid the burden, expense and risk of continued litigation. In entering into
15 the Settlement, Defendant does not admit, and specifically denies, it has violated any state,
16 federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute
17 or any other applicable laws, regulations or legal requirements; or engaged in any other unlawful
18 conduct with respect to its employees. Neither this Order, the Settlement, nor any document
19 referred to herein, nor any action taken to carry out the Settlement, shall be construed as an
20 admission or concession by Defendant of any such violations or failures to comply with any
21 applicable law.

22 12. The Court hereby finds the individual settlement payments provided for under the
23 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances.
24 The Court, therefore, orders the calculations and the payments to be made and administered in
25 accordance with the terms of the Settlement and the Notice of Settlement.

26 13. The Court hereby approves and orders payment in the amount of \$40,000.00 from
27 the Gross Settlement Amount for the Gross PAGA Amount, \$30,000.00 of which is payable to the
28 California Labor Workforce Development Agency, and \$10,000.00 of which the Aggrieved
29 Employees will receive based on a *pro rata* distribution.

30 14. The Court hereby confirms Plaintiff Maria Martinez as Class Representative, and
31 Schneider Wallace Cottrell Konecky LLP as Class Counsel in the Action.

32 15. Pursuant to the terms of the Settlement, and the authorities, evidence and argument

submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of ~~\$433,019.50~~ ^{CAC} and attorneys' costs in the amount of \$34,910.71, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms of the Settlement, and transferred and/or made payable to Schneider Wallace Cottrell Konecky LLP as Class Counsel in the Action.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Phoenix Class Action Administration Solutions, in the amount of \$22,500.00.

17. The Court also hereby orders that the deadline for making the Court-approved individual settlement awards, payment to the Labor and Workforce Development Agency, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

18. The Court hereby enters judgment in the entire Action as of the filing date of this Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order of Final Approval and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

19. The Court approves the following implementation schedule:

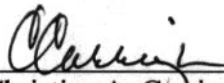
Event	Deadline
Deadline for Defendant to pay the Gross Settlement Payment in the QSF	The First Installment of \$487,500.00 will be paid by December 31, 2023. The Second Installment of \$487,500.00 will be paid by January 31, 2024. The Third Installment of \$487,500.00 will be paid by January 31, 2025. The Fourth Installment of \$487,500.00 will be paid by January 31, 2026.
Effective Date	The later of: (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the

Event	Deadline
	settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.
Deadline for Phoenix to calculate the employer share of taxes and provide Defendant with the total amount of Defendant's Payroll Taxes	As soon as practicable
Deadline for Phoenix to make payment for Service Award under the Settlement to the Class Representative	At the time of the "First Disbursement" of \$975,000, within 5 business days after the scheduled Second Installment or within 5 business days of the Effective Date, whichever is later
Deadline for Phoenix to make payments from the PAGA Payment under the Settlement to the LWDA and to Aggrieved Employees	At the time of the "Third Disbursement" of \$487,500, within 5 business days after the scheduled Fourth Installment or within 5 business days of the Effective Date, whichever is later
Deadline for Phoenix to make payments under the Settlement to Class Counsel for Class Counsel's Costs	At the time of the First Disbursement
Deadline for Phoenix to make payments under the Settlement to Class Counsel for Fee Award	50% during the First Disbursement; 25% during the "Second Disbursement" of \$487,500, within 5 business days after the scheduled Third Installment or within 5 business days of the Effective Date, whichever is later; 25% during the Third Disbursement
Deadline for Phoenix to make payments under the Settlement to itself for Settlement Administrator Costs	Equal payments during the First, Second, and Third Disbursement
Deadline for Phoenix to make payments under the Settlement to Settlement Class Members	During the First, Second, and Third Disbursements
Check-cashing deadline	180 days after issuance

Event	Deadline
Deadline for Phoenix to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	Within 10 business days after the check-cashing deadline
Deadline for Phoenix to tender uncashed check funds to the California State Controller Unclaimed Property Fund under the names of the Settlement Class Members	As soon as practicable following the check-cashing deadline associated with the Third Distribution
Deadline for Plaintiff to file a Post-Distribution Accounting	Within 21 days after the Third Distribution

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 6/6/2024


 Hon. Christine A. Carringer
 JUDGE OF THE SUPERIOR COURT