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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

PEDRO GERMAN, 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;

Plaintiff,

v.

FRESH LINK LOGISTICS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendant.

Case No.: BC719412

Honorable Lawrence P. Riff
Department SSC7

CLASS ACTION

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

Date: December 27, 2022
Time: 11:00 a.m.
Department: SSC7

Complaint Filed: August 28, 2018
FAC Filed: January 14, 2019
SAC Filed: October 21, 2021
Trial Date: None Set

1 This matter has come before the Honorable Lawrence P. Riff in Department SSC7 of the
2 above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012, on Plaintiff Pedro German's ("Plaintiff") Motion for Final Approval
4 of Class Action Settlement, Attorneys' Fees, Costs, and Service Award ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and McDermott Will &
6 Emery LLP appeared on behalf of Defendant Fresh-Link Logistics, LLC ("Defendant").

7 On June 16, 2022, 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 ("Litigation") in accordance with the First Amended Stipulation of
10 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which, together
11 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Litigation.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

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

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

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Litigation.

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

24 All current and former hourly non-exempt employees employed by Defendant
25 Fresh-Link Logistics, LLC in California during the period August 28, 2014 to
26 June 18, 2021 ("Class" or "Class Members").

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members, fully and accurately informed the Class Members of all material elements of the

1 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
2 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
3 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
4 State of California, the United States Constitution, due process and other applicable law. The Class
5 Notice fairly and adequately described the Settlement and provided the Class Members with
6 adequate instructions and a variety of means to obtain additional information.

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

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Class Settlement. Accordingly, the Court determines that all Class Members who did not timely
24 and validly opt out of the Class Settlement (“Settlement Class Member”) are bound by the Class
25 Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the State
26 of California and all current and former hourly non-exempt employees employed by Defendant
27 Fresh-Link in California during the period May 5, 2020 to June 18, 2021 (“Aggrieved Employees”)
28 are bound by the PAGA Settlement and this Final Approval Order and Judgment.

1 7. The Court finds that Class Member, Oscar J. Bejarano Vizcaino, has timely and
2 validly opted out of the Class Settlement and will not be bound by this Final Approval Order and
3 Judgment.

4 8. The Court finds that the settlement of the Released PAGA Claims for the total
5 amount of Forty Thousand Dollars (\$40,000.00), which is designated and allocated as penalties
6 under the 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 \$30,000.00 to the California Labor and
9 Workforce Development Agency (“LWDA Payment”), and the amount of \$10,000.00 to
10 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
11 Agreement.

12 9. The Court finds that payment of Settlement Administration Costs in the amount of
13 \$7,596.00 is appropriate for the services performed and costs incurred and to be incurred for the
14 notice and settlement administration process. It is hereby ordered that the Settlement
15 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$7,596.00, in
16 accordance with the terms and methodology set forth in Settlement Agreement.

17 10. The Court finds that the Service Award sought is fair and reasonable for the work
18 performed by Plaintiff on behalf of the Class, the State of California, and Aggrieved Employees.
19 It is hereby ordered that the Settlement Administrator issue payment in the amount of \$5,000.00
20 to Plaintiff Pedro German for his Service Award, according to the terms and methodology set forth
21 in the Settlement Agreement.

22 11. The Court finds that the request for attorneys’ fees in the amount of \$161,875.00 to
23 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
24 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
25 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
26 amount of \$161,875.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
27 methodology set forth in the Settlement Agreement.
28

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$35,492.41 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$35,492.41 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Entities, and all Aggrieved Employees and the State of California shall be conclusively
9 determined to have given a release of any and all Release PAGA Claims against the Released
10 Entities, as set forth in the Settlement Agreement and Class Notice.

11 14. It is hereby ordered that Defendant shall deposit the Gross Fund Value together
12 with an amount sufficient to pay Employer's Taxes, into a qualified settlement account established
13 by the Settlement Administrator within ten (10) business days after the Effective Date, in
14 accordance with the terms and methodology set forth in the Settlement Agreement.

15 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
16 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to the
17 Aggrieved Employees within ten (10) business days after Defendant funds the Gross Fund Value,
18 according to the methodology and terms set forth in the Settlement Agreement.

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

24 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
25 Settlement Class Members and Aggrieved Employees by posting a copy of the Final Approval
26 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
27 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
28 notice is not required.

1 18. A Non-Appearence Case Review Re: Distribution of Funds is scheduled for
2 _____ at _____ a.m./p.m. in Department 7 of the above-entitled
3 court, located at located at 312 North Spring Street, Los Angeles, CA 90012. Plaintiff shall submit
4 to the Court no later than _____ a declaration from the Settlement
5 Administrator specifying the total amount paid to Settlement Class Members and Aggrieved
6 Employees, and the leftover residual of settlement funds that will be transmitted to the State
7 Controller's Office Unclaimed Property Division.

8
9 Dated: _____

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT