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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

YESENIA ROJAS, 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,

vs.

FRANK-LIN DISTILLERS PRODUCTS,
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: FCS055208

Honorable Christine A. Carringer
Department 12

CLASS ACTION

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

Date: November 9, 2022
Time: 8:30 a.m.
Department: 12

Complaint Filed: August 13, 2020
Trial Date: None Set

1 This matter has come before the Honorable Christine A. Carringer in Department 12 of the
2 above-entitled Court, located at Old Solano Courthouse, 580 Texas Street, Fairfield, California
3 94533, on Plaintiff Yesenia Rojas's ("Plaintiff") Motion for Final Approval of Class Action
4 Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval").
5 Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Hirschfeld Kraemer LLP appeared on
6 behalf of Defendant Frank-Lin Distillers Products, Ltd. ("Defendant").

7 On May 12, 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 ("Action") in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
12 of the 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 current and former non-exempt individuals employed by Defendant within
26 the State of California at any time during the period from August 13, 2016
27 through September 22, 2021 ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety 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 Plaintiff’s 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 and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and 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 Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Participating Class Member”) are bound by this Final Approval
27 Order and Judgment.
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1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$5,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$5,000.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Class Representative Enhancement Payment sought is fair
7 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
8 that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Yesenia
9 Rojas for her Class Representative Enhancement Payment, according to the terms and
10 methodology set forth in the Settlement Agreement.

11 9. The Court finds that the allocation of \$150,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Allocation as follows: the amount of \$112,500.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$37,500.00 to be included in the Net Settlement Amount
16 for distribution to Participating Class Members, according to the terms and methodology set forth
17 in the Settlement Agreement.

18 10. The Court finds that the request for attorneys’ fees in the amount of \$304,000.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$304,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$25,119.07 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$25,119.07 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28 forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Participating Class Member shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 13. It is hereby ordered that Defendant shall deposit the first installment of the Gross
5 Settlement Amount, in the amount of \$500,000.00 (the “First Installment”), into an account
6 established by the Settlement Administrator within thirty (30) calendar days after the Effective
7 Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

8 14. It is hereby ordered that Defendant shall deposit the second installment of the Gross
9 Settlement Amount, in the amount of \$300,000.00, into the account established by the Settlement
10 Administrator within one hundred and eighty (180) calendar days after the First Installment is paid.

11 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
12 Settlement Payments to the Participating Class Members within twenty (20) calendar days after
13 Defendant funds the First Installment of the Gross Settlement Amount, according to the
14 methodology and terms set forth in the Settlement Agreement.

15 16. Each check issued to a Participating Class Member for his or her Individual
16 Settlement Payment shall be valid for a period of one hundred and eighty (180) calendar days from
17 the date of issuance of the check, and after this time period, the check(s) shall be cancelled, and
18 all funds associated with such cancelled checks will be transmitted to Child Haven, Inc.

19 17. 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.

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1 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
3 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
4 Order and Judgment. Individualized notice is not required.

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6 Dated: _____

HONORABLE CHRISTINE A. CARRINGER
JUDGE OF THE SUPERIOR COURT