

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Gregory Mauro, Esq. FIRM NAME: James Hawkins APLC STREET ADDRESS: 9880 Research Drive, Suite 200 CITY: Irvine TELEPHONE NO.: 949-387-7200 EMAIL ADDRESS: greg@jameshawkinsaplc.com ATTORNEY FOR (name): Plaintiff Mark D. Taft SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Gordon D. Schaber	STATE BAR NUMBER: 222239 STATE: CA ZIP CODE: 92618 FAX NO.:	FOR COURT USE ONLY CASE NUMBER: 34-2021-00304595
PLAINTIFF/PETITIONER: Mark D. Taft DEFENDANT/RESPONDENT: Saladino's Inc.	NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): May 7, 2024
2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 13, 2024

Gregory Mauro, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: Mark D. Taft
 DEFENDANT/RESPONDENT: Saladino's Inc.

CASE NUMBER:
 34-2021-00304595

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

 (SIGNATURE OF DECLARANT)

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

1JAMES R. HAWKINS, SBN 192925
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MARK D. TAFT, individually and on
behalf of all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MARK D. TAFT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SALADINO’S INC., a California Corporation;
and DOES 1-50, inclusive,

Defendant.

CASE NO.: 34-2021-00304595
Hon. Jill Talley

~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT

Date: March 15, 2024
Time: 9:00 a.m.
Dept.: 23

FILED
Superior Court of California
County of Sacramento
05/07/2024
T. Shaddix, Deputy

1 This matter came on for hearing on March 15, 2024 at 9:00 a.m. in Department 27 of the
2 above-captioned Court on Plaintiff’s Motion for Final Approval of Class Action Settlement,
3 Attorneys’ Fees, Costs, and Judgment. For purposes of this Order and Judgment, the Court refers
4 to all defined terms (i.e. terms with initial capitalization) as set forth in the Amended Joint
5 Stipulation of Class Action Settlement and Release of Claims, (the “Settlement Agreement” or
6 “Settlement”). Having received and considered the Settlement Agreement, the supporting papers
7 filed by the Parties, and the evidence and argument received by the Court in conjunction with the
8 Motion for Preliminary Approval of Class Action Settlement, and the instant Plaintiff’s
9 Unopposed Motion for Final Approval, Attorneys’ Fees, Costs, General Release Payment, and
10 Entering of Final Judgment, the Court grants final approval of the Settlement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
13 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
14 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
15 to request exclusion from the Class and the Settlement, of their right to comment upon or object to
16 the Settlement and to appear in person or by counsel at the final approval hearing and of the date
17 set for the Final Approval hearing. Adequate periods of time were provided by each of these
18 procedures.

19 2. In response to the Notice, zero (0) members objected and zero (0) members
20 requested exclusion. There are no outstanding disputes regarding the Settlement.

21 3. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the Class Members’ response. The Court finds and
24 determines that the Notice provided in the Action was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 4. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
28 finally approved, and that all terms and provisions of the Settlement Agreement should be and

1 hereby are ordered to be consummated.

2 5. The Court has certified the Classes, as those terms are defined in and by the terms
3 of the Settlement Agreement, and the Court deems this definition sufficient for purposes of
4 California Rule of Court 3.765(a).

5 6. The Court hereby approves the terms set forth in the Settlement Agreement and
6 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
7 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
8 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
9 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
10 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
11 Court also finds that Settlement will enable the Parties to avoid additional and potentially
12 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
13 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
14 recognizes the significant value accorded to the Class.

15 7. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

16 8. The Court hereby confirms Plaintiff MARK D. TAFT as the Class Representative
17 in this action.

18 9. The Court finds and determines that the Individual Settlement Payments to Class
19 Members provided for by the terms of the Settlement to be paid to the Class are fair and
20 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
21 made to the participating members of the Class in accordance with the terms of the Settlement.

22 10. The Court finds and determines that payment to the California Labor and
23 Workforce Development Agency of \$33,750.00 as its share of the settlement of civil penalties in
24 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
25 that the payment of that amount be paid in accordance with the Settlement.

26 11. The Court finds and determines the General Release Payment in the sum of
27 \$10,000.00 to Plaintiff Taft is fair and reasonable. The Court hereby orders the Administrator to
28 make this payment to the Plaintiff/Class Representative in accordance with the terms of the

1 Settlement Agreement.

2 12. The Court finds and determines that the payment to be paid to the Settlement
3 Administrator, APEX CLASS ACTION, LLC in the sum of \$25,000.00 for its fees and expenses
4 incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment to
5 itself in accordance with the terms of the Settlement Agreement.

6 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
7 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
8 \$150,000.00 and litigation costs of \$20,231.13. The Court finds such amounts to be fair and
9 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
10 accordance with the terms of the Settlement Agreement.

11 14. Neither Defendant nor any related persons or entities shall have any further liability
12 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
13 provided for by the Settlement Agreement.

14 15. The Court finds and determines that the releases contained in the Settlement
15 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not
16 timely opt out of the Settlement.

17 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
18 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
19 Defendant make payments to Participating Class Members in accordance with the Settlement
20 Agreement.

21 17. The Court finds and determines that nothing in the Settlement Agreement, this
22 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
23 wrongdoing by Defendant or (2) may be offered or admitted in evidence against Defendant (other
24 than solely in connection with this Settlement).

25 18. The Court hereby enters final judgment in this case in accordance with the terms of
26 the Settlement Agreement, Preliminary Approval Order and this Order.

27 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
28 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and each Participating Class Member shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for any period during the Released Claims Period, as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

Dated: 05/07/2024, 2024



Julie Talley

Hon. Jill Talley

JUDGE OF THE SUPERIOR COURT

- 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

On May 13, 2024, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(Service List Attached)

Executed on May 13, 2024, at Irvine, California


Eddie Magana

1 **McCormick, Barstow, Sheppard, Wayte & Carruth LLP**

Christina C. Tillman, #258627

2 *christina.tillman@mccormickbarstow.com*

7647 North Fresno Street

3 Fresno, California 93720

4 Telephone: (559) 433-1300

Facsimile: (559) 433-2300

5 *Jessica.dominguez@mccormickbarstow.com*

Attorneys for Defendant

6 *SALADINOS, INC.*

7
8 **Via LWDA Website Only**

Labor and Workforce Development Agency

9 Attn: PAGA Administrator

10 1515 Clay Street, Ste 801

Oakland, CA 94612

11 <http://www.dir.ca.gov/Private-Attorneys-General-Act>