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FILED
Superior Court of California
County of Los Angeles

08/14/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

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

ROCIO NAVARRO and JOSE LUIS PEREZ
ESQUEDA, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MANNING'S BEEF, LLC, a California limited
liability company; and DOES 1 through 100

Defendants.

Case No. BC707884

*[Assigned for all purposes to Hon. Kenneth
R. Freeman; Dept. SSC-14]*

~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT

Date: July 18, 2023

Time: 10:00 a.m.

Dept: SSC-14

Complaint Filed: May 29, 2018

Trial Date: None set.

1 **~~AMENDED PROPOSED~~ ORDER & JUDGMENT**

2 The Motion of Plaintiffs Rocio Navarro and Jose Luis Perez Esqueda ("Plaintiffs") for
3 Final Approval of Class Action Settlement, Class Representative Enhancement Awards, and
4 Attorneys' Fees and Costs ("Final Approval Motion") came on regularly for hearing before this
5 Court on July 18, 2023, at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court's
6 earlier Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval
7 Order"). Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or
8 "Settlement"), and the documents and evidence presented in support thereof, and recognizing the
9 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
10 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
11 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
12 product of good faith, arm's-length negotiations between the parties. Good cause appearing
13 therefor, the Court hereby GRANTS Plaintiffs' Final Approval Motion and hereby ORDERS the
14 following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees who have worked for
20 Manning's Beef, LLC in California during the time period of May 29, 2014,
through April 1, 2020 (the "Class Period").

21 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines and Sean
22 M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on January 30, 2023, and the notice process has been completed
25 in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds
26 that said notice was the best notice practicable under the circumstances. The Class Notice
27 provided due and adequate notice of the proceedings and matters set forth therein, informed
28

1 Settlement Class members of their rights, and fully satisfied the requirements of California Code
2 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that
4 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
5 the Settlement supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
8 terms.

9 7. For purposes of settlement only, the Court finds that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
14 Settlement Class members; (d) the Class Representatives have fairly and adequately protected the
15 interests of the Settlement Class members; (e) a class action is superior to other available methods
16 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
17 counsel for the Class Representatives and the Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, this Order
19 shall be considered final as of the date of entry.

20 9. The Court finds that the Individual Settlement Awards, as provided for in the
21 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
22 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

23 10. The Court finds that an Enhancement Award in the amount of \$5,000.00 to each
24 Plaintiff, for a total of \$10,000.00, is appropriate for Plaintiffs' risks undertaken and their services
25 to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and
26 orders that the Settlement Administrator make this payment in conformity with the terms of the
27 Settlement.
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1 11. The Court finds that attorneys’ fees in the amount of \$100,000.00 and litigation
2 costs of \$18,519.49 for Class Counsel are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 12. The Court orders that the Settlement Administrator shall be paid \$7,950.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter and finds that sum appropriate.

8 13. The Court finds that the payment to the California Labor & Workforce
9 Development Agency (“LWDA”) in the amount of \$11,250.00 for its share of the settlement of
10 Plaintiffs’ representative claims under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 14. This Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after 180 days after they are mailed shall be distributed to the Controller of the State of California
16 to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*,
17 for the benefit of those Settlement Class members who did not cash their checks until such time
18 that they claim their property.

19 15. As of the date the Gross Settlement Amount is fully funded and as of the Final
20 Effective Date, Plaintiffs and each Settlement Class member who does not validly opt out, on
21 behalf of themselves, and on behalf of all those who claim by and through them, or in their stead,
22 including, but not limited to agents, attorneys, representatives, predecessors, successors and
23 assigns, will forever release, acquit, and discharge, and covenant not to sue, Defendant, including
24 its past and present divisions, d/b/a’s, parents, subsidiaries, predecessors, successors, assigns, and
25 their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys,
26 insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners,
27 and privies (collectively the “Released Parties” and each a “Released Party” or “Releasee”) from
28

1 liability for all claims, liens, demands, damages, penalties, fines, wages, liquidated damages,
2 restitutionary amounts, attorneys' fees and costs, interest, controversies, liabilities or causes of
3 action arising under state, federal, administrative order, state or local law, and legal theories of
4 relief alleged or otherwise raised in the Lawsuit, or that have been asserted in the Lawsuit, or
5 which could have been asserted in the Lawsuit based on the same facts and circumstances as
6 alleged in the Lawsuit, including: (i) meal period violations; (ii) rest period violations; (iii) failure
7 to pay all overtime wages; (iv) minimum wage violations; (v) wage statement violations; (vi)
8 waiting time penalties; and (vii) claims under Business and Professions Code § 17200 ("Class
9 Member Released Claims"). In addition, all Settlement Class members who worked for Defendant
10 at any time from June 5, 2017 through April 1, 2020 (the "PAGA Period"), regardless whether
11 they opt out, will release Defendant from all claims for civil penalties under the PAGA that were
12 or could have been alleged based on the facts, claims, causes of action or legal theories described
13 above, Plaintiff's June 5, 2018 Notification Letter to the Labor and Workforce Development
14 Agency ("LWDA"), or on any of the claims, causes of action or legal theories of relief pleaded in
15 the Lawsuit, during the PAGA Period.

16 16. This document shall constitute a final judgment pursuant to California Rule of
17 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
18 approval hearing, the court must make and enter judgment. The judgment must include a provision
19 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
20 The court may not enter an order dismissing the action at the same time as, or after, entry of
21 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
22 and this Judgment.

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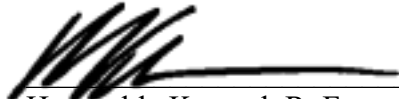
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1 17. Plaintiffs shall file a Final Disbursement Report by February 19, 2025. A Non-
2 Appearance Case Review Re: Filing of Final Distribution Report is set for February 21, 2025 at
3 4:00 p.m.

4 **IT IS SO ORDERED.**

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6 Dated: August 14, 2023




Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman/ Judge