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7 *Attorneys for Plaintiff NATALIE MONIQUE MARTINEZ*

FILED
 Superior Court of California
 County of Los Angeles

03/28/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

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

11 NATALIE MONIQUE MARTINEZ,
 12 individually, and on behalf of all others similarly
 13 situated,

14 Plaintiff,

15 vs.

16 CANTON FOOD CO., INC., a California
 17 corporation; and DOES 1 through 10, inclusive,

18 Defendants

Case No.: 21STCV34962

CLASS AND REPRESENTATIVE ACTION

[Hon. David S. Cunningham III, Dept. 11]

**[PROPOSED] ORDER GRANTING
 FINAL APPROVAL OF CLASS AND
 PAGA ACTION SETTLEMENT**

[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities,
 Declarations of Kane Moon, Harout
 Messrelian, Jennifer Beliveau, and Plaintiff in
 Support of Motion, and [Proposed] Judgment]

FINAL APPROVAL HEARING:

Date: March 28, 2024

Time: 9:00 a.m.

Dept.: 11

Action Filed: September 22, 2021

Trial Date: None set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On December 4, 2023, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Natalie Monique Martinez ("Plaintiff") and Defendant
8 Canton Food Co., Inc. ("Defendant" or "Canton") (together with Plaintiff, the "Parties"), in
9 accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the
10 "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support
11 of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement that was filed
12 on November 7, 2023.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class and PAGA Action
14 Settlement, including a motion for payment of Class Counsel Fees and Litigation Expenses, Class
15 Representative Service award, Administration Expenses, and PAGA Penalties, and whether the
16 Settlement should be finally approved as fair, reasonable, and adequate as to Class Members
17 (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 11 of this Court, the
26 Honorable David S. Cunningham III presiding, on March 28, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
8 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following Class (the “Settlement
11 Class”): All current and former non-exempt employees of Canton in the State of California who
12 worked for Canton during the Class Period. The “Class Period” is September 18, 2019 to the date of
13 Preliminary Approval (December 4, 2023). Excluded from the Settlement Class are all persons who
14 submitted a valid and timely Request for Exclusion from the Settlement.

15 5. The deadline to submit a Request for Exclusion or to submit written objections to the
16 Settlement was March 14. No Requests for Exclusion were received.

17 6. All Class Members had an opportunity to object to the Settlement. No written
18 objections were received.

19 7. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
20 Court Approval (the “Class Notice”), which was attached to the Settlement as **Exhibit A** and
21 provided to the Class pursuant to the plan for distribution described under the Settlement, conformed
22 with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the
23 best notice practicable under the circumstances, by providing individual and adequate notice of the
24 proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied
25 the requirements of due process and provided the Class Members with adequate instructions and a
26 variety of means to obtain additional information.

27 8. A full opportunity has been afforded to Class Members to participate in the Final
28 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard

1 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
2 themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class
3 Members who did not submit a valid and timely Request for Exclusion (“Participating Class
4 Members”) are bound by this Final Approval Order and the concurrently filed Judgment.

5 9. Release of Claims. Effective on the date when Canton fully funds the entire Gross
6 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of Individual
7 Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all
8 Released Parties as follows:

- 9 a. Identity of Released Parties: “Released Parties” means: Canton and each of its former
10 and present accountants, insurers, directors, officers, shareholders, owners, members,
11 attorneys, agents, trustees, governing board, insurers, predecessors, successors,
12 assigns, subsidiaries, affiliates, advisors, employees, both individually and in their
13 official capacities, as well as all persons acting by, under, or in concert with those
14 persons or entities.
- 15 b. Plaintiff’s Release: Plaintiff and her former and present spouses, representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns generally, release and
17 discharge Released Parties from all claims, transactions, or occurrences that occurred
18 during the Class Period, including, but not limited to: (a) all claims that were, or
19 reasonably could have been, alleged, based on the facts contained, in the Operative
20 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
21 based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, and
22 ascertained in the course of the Action including any and all failure to provide rest
23 periods, failure to provide meal periods, failure to pay all hours worked, including
24 overtime, failure to pay minimum wages, failure to pay all wages due to discharged
25 and quitting employees, failure to maintain required records, failure to provide
26 accurate itemized wage records, failure to indemnify employees for necessary
27 expenditures incurred in discharge of duties, failure to pay all earned wages twice per
28 month, failure to provide suitable seating, and unfair and unlawful business practices

claims (“Plaintiff’s Releases”). Plaintiff’s Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believe to be true but agrees, nonetheless, that Plaintiff’s Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- i. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.
- c. Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action during the Class Period, including, e.g., any and all claims involving any alleged (1) failure to authorize and permit rest periods, (2) failure to provide meal periods, (3) failure to pay overtime, (4) failure to pay minimum wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to provide accurate itemized wage records, (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties, and (8) unfair and unlawful business practices. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or claims based on facts occurring outside the Class Period.

3 d. Released PAGA Claims: All Participating and Non-Participating Aggrieved
4 Employees are deemed to release, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, the Released Parties, from all claims for PAGA penalties that were alleged,
7 or reasonably could have been alleged, based on facts stated in the Operative
8 Complaint, the PAGA Notice, and ascertained in the course of the Action during the
9 PAGA Period, including, e.g., any and all claims involving any alleged (1) failure to
10 authorize and permit rest periods, (2) failure to provide meal periods, (3) failure to
11 pay all hours worked, including overtime, (4) failure to pay minimum wages, (5)
12 failure to pay all wages due to discharged and quitting employees, (6) failure to
13 maintain required records, (7) failure to provide accurate itemized wage records, (8)
14 failure to indemnify employees for necessary expenditures incurred in discharge of
15 duties, (9) failure to pay all earned wages twice per month, (10) failure to provide
16 suitable seating, and (11) unfair and unlawful business practices.

17 10. The Parties shall bear their own respective attorneys' fees and costs, except as
18 otherwise provided for in the Settlement and approved by the Court.

19 11. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
20 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
21 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
22 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
23 allocations in accordance with the terms of the Settlement.

24 12. Defendant is ordered to fully fund the GSA (\$665,000.00), and also the amounts
25 necessary to fully pay Defendant's share of payroll taxes owed on the Wage Portions of the Individual
26 Class Payments, by transmitting the funds to the Administrator no later than fourteen (14) calendar
27 days after the Effective Date, as that term is defined under the Settlement.

28 13. Within fourteen (14) calendar days after Defendant funds the GSA, the Administrator

1 shall disburse, in the amounts approved by the Court as provided below, the following: (1) the Class
2 Counsel Fees Payment; (2) the Class Counsel Litigation Expenses Payment; (3) the Class
3 Representative Service Payment; (4) the Administration Expenses Payment; (5) the LWDA PAGA
4 Payment; and (6) the 25% share of PAGA Penalties payable to Aggrieved Employees in Individual
5 PAGA Payments. The remainder shall constitute the Net Settlement Amount and be distributed to
6 Participating Class Members in Individual Class Payments.

7 14. A total amount of \$60,000.00 shall be allocated as “PAGA Penalties,” payable from
8 the GSA, for resolution of claims under the Private Attorneys General Act, Labor Code sections
9 2698, *et seq.* (“PAGA”) and distributed as follows: 75% (**\$45,000.00**) to the California Labor and
10 Workforce Development Agency (the “LWDA”) (the “LWDA PAGA Payment”) and 25%
11 (**\$15,000.00**) to Aggrieved Employees. The LWDA and Aggrieved Employees’ claims for the
12 Released PAGA Claims are hereby extinguished.

13 15. The Court confirms the appointment of Plaintiff as the Class Representative, for
14 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
15 Participating Class Member and Aggrieved Employee, the Court approves and orders a service
16 payment to Plaintiff in the amount of ^{\$5000} ~~\$7,500.00~~ (the “Class Representative Service Payment”),
17 payable from the GSA, for her role and service as the Class Representative, for the risks and work
18 attendant to that role, and for her general release of claims, both known and unknown, and waiver of
19 section 1542 rights.

20 16. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
21 Mikat-Stevens of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are
22 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
23 Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests.
24 The Court approves and orders the payments to Class Counsel, payable from the GSA, of
25 ~~\$221,666.66~~ ^{\$216,666.66} for reasonable attorneys’ fees (the “Class Counsel Fees Payment”), and of **\$40,000.00**,
26 for reimbursement of out-of-pocket costs (the “Class Counsel Litigation Expenses Payment”). The
27 Court finds that these amounts are reasonable considering the benefits provided to the Class.

28 17. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has

1 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
2 Administrator of **\$9,900.00** (the “Administration Expenses Payment”), payable from the GSA, for
3 settlement administration.

4 18. Pursuant to California Code of Civil Procedure section 384, following the expiration
5 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
6 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
7 Participating Class Member and/or Aggrieved Employee who failed to cash their settlement check
8 prior to the void date.

9 19. In accordance with California Rule of Court 3.771(b), notice of the concurrently
10 filed Judgment will be given to the Settlement Class by the Administrator, who will post an
11 electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

12 20. This Final Approval Order and the concurrently filed Judgment are intended to be a
13 final disposition of the Action in its entirety and are intended to be immediately appealable.

14 21. The obligations set forth in the Settlement are deemed part of this Final Approval
15 Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry
16 out the Settlement according to its terms and provisions.

17 22. Following entry of the concurrently filed Judgment, and without affecting the finality
18 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
19 continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
20 enforcing this Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
21 addressing such post-Judgment matters as are permitted by law.

22 23. The Settlement is finally approved but is not an admission by Defendant of the
23 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
24 law. Neither the Settlement nor any related document shall be offered or received in evidence in
25 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
26 necessary to consummate or enforce the Settlement.

27 24. The Court sets a Compliance Hearing re: Distribution on **January 30, 2025 at**
28 **10:00 am a.m./p.m. in Department 11.** Class Counsel are ordered to file a final report and

1 declaration by the Administrator regarding settlement distribution no later than five (5) court days
2 prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the
3 Administrator's declaration reports that all the distributions under the Agreement are complete.

4 **IT IS SO ORDERED.**

5 DATE: 03/28/2024

6 THE HON. DAVID S. CUNNINGHAM III
7 Judge of the Superior Court, Los Angeles County



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A handwritten signature in black ink that reads "David S. Cunningham III". The signature is written in a cursive, flowing style.

David S. Cunningham III / Judge

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

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[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

Executed on March 5, 2024, at Los Angeles, California.

Signature