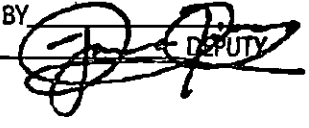


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FILED
AUG 22 2023

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY  DEPUTY

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

JAIME MARTINEZ, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

DEL MONTE FOODS, INC., a Delaware
Corporation; and DOES 1 through 50,

Defendant.

Case No.: CV-21-005893

[Assigned for all purposes to Hon. Sonny
S. Sandhu, Dept. 24]

CLASS ACTION

~~PROPOSED~~ FINAL ORDER
APPROVING CLASS ACTION AND
PAGA SETTLEMENT AND
JUDGMENT

Date August 18, 2023
Time: 8:30 a.m.
Dept. 24

1 The above-referenced class action ("Action") having come before the Court on August 18,
2 2023, for a hearing and Final Order Approving Class and PAGA Settlement and Judgment ("Final
3 Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval
4 Order"), filed and entered April 3, 2023, and as set forth in the Joint Stipulation of Class Action
5 Settlement, and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement")
6 in the Action, and due and adequate notice having been given to all Class Members, and PAGA
7 Settlement Members, as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore,

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the
12 definitions in the Settlement Agreement, and all defined terms herein shall have the same
13 meaning as set forth in the Settlement Agreement.

14 2. Consistent with the definitions in the Settlement Agreement, the term "Class" is
15 defined as all persons who were classified as a seasonal employee by Defendant in California at
16 any time from October 28, 2018 through January 24, 2023. "PAGA Settlement Members" are all
17 persons who were classified as a seasonal employee by Defendant in California at any time
18 during the PAGA Period. "PAGA Period" means the period from October 28, 2020 to January 25,
19 2023. For purposes of the Settlement and this Final Order, "Released Parties" means Defendant
20 and all of its past and present owners, officers, directors, shareholders, employees, agents,
21 assigns, attorneys, insurers, brands and concepts, parent companies, subsidiaries, and affiliates,
22 and their respective predecessors, successors, assigns, and any other individual or entity that
23 could be jointly liable with Defendant, without limitation.

24 3. This Court has jurisdiction over the subject matter of this Action and over all
25 Parties to this Action, including all settlement Class Members and PAGA Settlement Members.

26 4. Distribution of the Notice directed to the settlement Class Members and PAGA
27 Settlement Members as set forth in the Settlement Agreement and the other matters set forth
28 therein has been completed in conformity with the Preliminary Approval Order, including

1 individual notice to all settlement Class Members who could be identified through reasonable
2 effort, and the best notice practicable under the circumstances. The Notice provided due and
3 adequate notice of the proceedings and of the matters set forth therein, including the proposed
4 settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the
5 Notice fully satisfied the requirements of due process. All Class Members who did not submit
6 valid opt-outs, PAGA Settlement Members, and Released Claims are covered by and included
7 within the Settlement and this Final Order.

8 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
9 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
10 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
11 standards and applicable requirements for final approval of this Class Action and PAGA
12 Settlement under California law, including the provisions of California Code of Civil Procedure
13 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
14 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

15 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,
16 and finds that the Settlement, including the non-reversionary Gross Settlement Amount (which
17 is Two Million Five Hundred Thousand Dollars [\$2,500,00.00]) is, in all respects, fair, adequate
18 and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The
19 Court finds that the Settlement has been reached as a result of intensive, serious and
20 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
21 extensive investigation and research, and counsel for the parties are able to reasonably evaluate
22 their respective positions. The Court also finds that Settlement at this time will avoid additional
23 substantial costs, as well as avoid the delay and risks that would be presented by the further
24 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of
25 the Settlement and recognizes the significant value to the settlement Class Members. The Court
26 also finds that the Class is properly certified as a class for settlement purposes only.

27 7. As of the date of this Final Order, the Class Representative, and each and every
28 settlement Class Member who has not submitted a valid request for exclusion shall be deemed

1 to fully forever, irrevocably and unconditionally release, and discharge Defendant and the
2 Released Parties for the Released Claims as forth in Section V.A-C. of the Settlement
3 Agreement. Likewise, all PAGA Settlement Members shall be deemed to fully and forever,
4 irrevocably and unconditionally release, and discharge the Released Parties from the Released
5 Claims as forth in Section V.A-C. of the Settlement Agreement.

6 8. Neither the Settlement nor any of the terms set forth in the Settlement
7 Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final
8 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant,
9 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
10 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
11 may be construed as, or may be used as, an admission by or against Defendant, or any of the
12 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
13 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
14 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
15 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
16 shall not be offered in evidence in any action or proceeding in any court, administrative agency
17 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
18 Order, the Settlement Agreement, the Released Claims, or any related agreement or release.
19 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
20 in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and
21 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
22 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
23 the Released Claims.

24 9. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
26 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
27 interpretation, implementation and enforcement of the Settlement and all orders entered in
28 connection therewith pursuant to California Code of Civil Procedure section 664.6.

1 10. The Court finds the settlement payments provided for under the Settlement to be
2 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
3 payments to be made and administered in accordance with the terms of the Settlement
4 Agreement.

5 11. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss
6 and Jorge A. Flores of Moss Bollinger LLP as Class Counsel in the Action.

7 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
8 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
9 the amount of \$875,000.00, and attorneys' costs in the amount of \$11,385.06 from the Gross
10 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
11 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
12 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
13 Paragraph shall be administered pursuant to the terms of the Settlement Agreement and
14 transferred and/or made payable to Class Counsel in the Action.

15 13. The Court also hereby approves and orders a service award to Plaintiff and Class
16 Representative Jaime Martinez in the amount of \$15,000.00 from the Gross Settlement Amount.

17 14. The Court also hereby approves and orders payment in the amount of \$15,000
18 from the Gross Settlement Amount for 75% (\$11,250.00) of the PAGA penalties, payable to the
19 California Labor Workforce Development Agency ("LWDA") and 25% (\$3,750.00) of the PAGA
20 penalties payable to the PAGA Settlement Members. The Court finds and determines that the
21 parties have satisfied the requirements of Section 2699(1)(2) of PAGA, by submitting the
22 Settlement Agreement to the LWDA.

23 15. The Court also hereby approves and orders payment from the Gross Settlement
24 Amount for actual Administration Costs incurred by the Settlement Administrator, Phoenix
25 Settlement Administrators, in the amount of \$27,950.00.

26 16. The Court also hereby approves and orders that any monies remaining in the
27 distribution account shall be distributed to California Rural Legal Services pursuant to
28 California Civil Procedure Code § 384, resulting in no "unpaid residue."

17. The Court also hereby finds and orders that the Settlement Agreement is and constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant and the Released Parties.

18. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that Defendant will pay the Gross Settlement Amount to the Settlement Administrator within fourteen (14) calendar days of the Effective Date defined in the Settlement Agreement, and that the Settlement Administrator will mail the Court-approved individual settlement payments to Class Members who did not submit valid opt-outs and PAGA Settlement Members, including Plaintiff's Enhancement Award, within ten (10) business days after the Effective Date. Within ten (10) business days after receiving the Gross Settlement Amount, the Settlement Administrator will issue all Court-approved payments to Class Counsel, the LWDA and Settlement Administrator.

19. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED.

Dated: 2/2/23



Judge of the Superior Court, County of Stanislaus
Sonny S. Sandhu