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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

HILDA ALVAREZ, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CONAGRA FOODS PACKAGED  
FOODS, LLC, a limited liability company;  
CONAGRA BRANDS, INC., a Delaware  
corporation; and DOES 1 through 10,  
inclusive,

Defendants

Case No.: 21STCV37375

*Assigned for all purposes to the Honorable  
Carolyn B. Kuhl, Department SSC-12*

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

Filed Concurrently with: (1) Plaintiff's Notice and  
Motion; (2) Declaration of Hilda Alvarez; (3)  
Declaration of Kane Moon; (4) Declaration of Lisa  
Pavlik, on Behalf of Administrator Simpluris,  
Inc.; and (5) [Proposed] Final Judgment

|                   |                 |
|-------------------|-----------------|
| Motion for Final  | August 19, 2024 |
| Approval Hearing: | July 17, 2024   |
| Time:             | 11:00 a.m.      |
| Department:       | SSC-12          |

|                    |                   |
|--------------------|-------------------|
| PAGA Case No.      |                   |
| LWDA-CM-847785-21: | December 24, 2021 |
| Action Filed:      | December 28, 2021 |
| FAC Filed:         | March 14, 2022    |
| Trial Date:        | None Set          |

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1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.
2. The Court finds that the Settlement appears to have been made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and her counsel of record; is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Plaintiff's Counsel. The Court has further considered the absence of Class Member objections to, and Requests for

1 Exclusion from, the Settlement.

2 3. The Court finds that the settlement of Plaintiff's claim under the Private Attorneys  
3 General Act, Labor Code §§ 2698, *et seq.* ("PAGA") is fair and reasonable. The Court further finds  
4 evidence that Plaintiff has notified the California Labor and Workforce Development Agency (the  
5 "LWDA") of the Settlement, provided a copy of the Settlement to the LWDA, and that the LWDA  
6 has not objected or asserted any opposition thereto.

7 4. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules  
8 of Court, and PAGA, the Court hereby **GRANTS** Plaintiff's Motion, **GRANTS** final approval of  
9 the Settlement as set forth therein for settlement purposes only, and **ORDERS** Judgment be entered  
10 in accordance with the terms herein.

11 5. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Class  
12 Members, and Defendants and finally certifies and binds the following Class Members and Class:

13 All non-exempt employees who were employed by Defendants in  
14 Oakdale, California, at any time from January 16, 2021 to December  
25, 2022 ("Class Period").

15 The PAGA release component of the Settlement shall bind the State of California with respect to  
16 the following persons:

17 All non-exempt employees who were employed by Defendants in  
18 Oakdale, California, at any time from January 16, 2021 to December  
25, 2022 ("PAGA Period").

19 6. The Court finds Plaintiff has adequately represented the Class and finally appoints  
20 Plaintiff as Class Representative.

21 7. The Court finds Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon  
22 Law Group, PC, have adequately represented the Class and finally appoints them as Class Counsel.

23 8. The Court finds the Parties complied with the distribution of the Class Notice to the  
24 Class in the manner and form set forth in the Preliminary Approval Order and, as a result, the Class  
25 Notice provided to the Class was the best notice practicable under the circumstances, constituted due  
26 and sufficient notice to all persons entitled to such notice, and all absent Class Members have been  
27 had a full and fair opportunity to participate in the approval process by excluding themselves from,  
28 or objecting to, the Settlement. Accordingly, the Court finds the Class Notice conformed with the

requirements of California Rules of Court 3.766 and 3.769.

9. The Court finds that the deadline for Class Members to submit a Request for Exclusion, written objections to the Settlement, or challenge to the calculation of Class Workweeks and/or PAGA Pay Periods (if any) was April 8, 2024 for the majority of Class Members and April 23, 2024 for Class Members whose Class Notice was re-mailed.

10. The Court finds that no Requests for Exclusion were submitted. Accordingly, all Class Members remain in the Settlement Class and are bound by this Final Approval Order and the accompanying Final Judgment.

11. The Court finds that a full opportunity has been afforded to Class Members to object to the Settlement and participate in the Final Approval Hearing. All Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. No written objections were received, and no Class Members appeared at the Final Approval Hearing to present any objections.

12. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and by operation of this Final Approval Order and the accompanying Final Judgment, Released Class Claims and Released PAGA Claims will be released as follows:

12a. Plaintiff and all Class Members (“Participating Class Members”) shall have fully, finally, and forever released, relinquished, and discharged Released Parties from all Released Class Claims as set forth in the Settlement. Participating Class Members shall be forever barred and enjoined from prosecuting any of the Released Class Claims against the Released Parties as set forth in the Settlement, whether or not they actually receive or cash Individual Class Payment checks and shall not be entitled to any further payment or any personal relief of any kind from any Released Parties including any payment for damages, wages, compensation, commissions, fees, costs, reimbursements, penalties, or interest on account of the Released Class Claims. If a Participating Class Member fails to receive or cash his or her Individual Class Payment check, then the affected Participating Class Member shall be deemed bound nonetheless.

1           12b. The State of California, by and through Plaintiff and PAGA Representative  
2 Hilda Alvarez, shall have fully, finally, and forever released, relinquished, and discharged Released  
3 Parties from all Released PAGA Claims set forth in the Settlement.

4           13. The Court approves the Gross Settlement Amount of one million dollars and zero  
5 cents (\$1,000,000.00), which shall be non-reversionary and which shall include (1) Individual Class  
6 Payments, (2) Individual PAGA Payments, (3) the LWDA PAGA Payment, (4) the Class Counsel  
7 Fees Payment, (5) the Class Counsel Litigation Expenses Payment, (6) the Class Representative  
8 Service Payment, and the (7) Administrator's Expenses Payment, payable under this Settlement and  
9 in keeping with the subparagraphs below:

10           13a. Individual Class Payments to Participating Class Members. The Court  
11 approves the methodology used to calculate each Participating Class Member's Individual Class  
12 Payment amount as detailed in the Settlement, and further approves payments of those amounts to  
13 Participating Class Members as Individual Class Payments.

14           13b. Individual PAGA Payments to Aggrieved Employees. The Court approves the  
15 payment of eighteen thousand, seven hundred fifty dollars, and zero cents (\$18,750.00) as the  
16 aggregate Individual PAGA Payments to Aggrieved Employees, the methodology used to calculate  
17 each Aggrieved Employees' Individual PAGA Payment amount as detailed in the Settlement, and  
18 approves payments of those amounts to Aggrieved Employees as Individual PAGA Payments. The  
19 Court further finds the foregoing amount constitutes twenty-five percent (25%) of the aggregate  
20 settlement amount designated as PAGA Penalties.

21           13c. LWDA PAGA Payment to the LWDA. The Court approves the payment of  
22 fifty-six thousand, two hundred fifty dollars, and zero cents (\$56,250.00) to the LWDA for the  
23 settlement of the Released PAGA Claims. The Court finds the foregoing amount constitutes seventy-  
24 five percent (75%) of the aggregate settlement amount designated as PAGA Penalties.

25           13d. Class Counsel Fees Payment to Class Counsel. The Court approves the  
26 payment of three hundred thirty-three thousand, three hundred thirty-three dollars, and thirty-three  
27 cents (\$333,333.33), which is one-third (1/3) of the Gross Settlement Amount, as a Class Counsel  
28

1 Fees Payment payable to Class Counsel in recognition of Class Counsel's diligent representation of  
2 Plaintiff and Class Members and the contingent risks Class Counsel undertook in litigating the Action  
3 because the Court determines the award of such fees is fair and reasonable. The Court finds Class  
4 Counsel's request for attorneys' fees is reasonable under ~~both the common fund method and under~~  
5 ~~the lodestar method with application of a multiplier.~~ The Court further finds that the number of hours  
6 Class Counsel spent prosecuting the Action is reasonable, and that Class Counsel's hourly rates are  
7 reasonable and in line with rates prevailing in the community. Application of a multiplier is  
8 appropriate given the contingent risk incurred by Class Counsel, the difficulty of the questions  
9 involved, the substantial benefit conferred on the Class as a result of the Settlement, and the skill  
10 displayed by Class Counsel. in light of the benefit obtained for the class.

11 13e. Class Counsel Litigation Expenses Payment to Class Counsel. The Court  
12 approves the payment of ~~seventeen thousand, three hundred thirty eight dollars, and forty four cents~~  
13 ~~(\$17,338.44)~~ <sup>\$16,441.68</sup> as a Class Litigation Expenses Payment to Class Counsel for reimbursement of Class  
14 Counsel's litigation expenses incurred in litigating and resolving the Action because the Court  
15 determines the award of such costs is fair and reasonable and that such costs were actually incurred.

16 13f. Class Representative Service Payment to Plaintiff. The Court approves the  
17 payment of seven thousand, five hundred dollars, and zero cents (\$7,500.00) as a Class  
18 Representative Service Payment to Plaintiff, separate and apart from any amounts due to Plaintiff as  
19 an Individual Class Payment or Individual PAGA Payment.

20 13g. Administration Expenses Payment to the Administrator. The Court approves  
21 the payment of twelve thousand, nine hundred dollars, and zero cents (\$12,900.00) as the  
22 Administration Expenses Payment to the Settlement Administrator, Simpluris, Inc., which the Court  
23 finds has fulfilled its initial notice and reporting duties.

24 14. Defendants are ordered to fully fund the Gross Settlement Amount, as well as the  
25 amounts necessary to fully pay their share of payroll taxes owed on the Wage Portions of Individual  
26 Class Payments, by transmitting the funds to the Administrator no later than 30 days after the  
27 Settlement's Effective Date, as that term is defined under the Settlement.

1           15.     The Administrator is ordered to disburse settlement funds within 14 days after the  
2 Settlement is fully funded.

3           16.     Pursuant to California Code of Civil Procedure section 384, following the expiration  
4 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall  
5 transmit those amounts to the California State Controller's Unclaimed Property Fund in the name of  
6 each Class Member who failed to cash their settlement check prior to the void date.

7           17.     In accordance with California Rule of Court 3.771(b), notice of this Final Approval  
8 Order and the accompanying Final Judgment will be given to the Class by the Administrator, who  
9 will post an electronic copy thereof on its website for no less than 90 days following entry. Pursuant  
10 to the Rules of Court, Rule 3.771(b), the Settlement Administrator's posting of an electronic copy of  
11 this Final Approval Order and the accompanying Final Judgment on the Settlement Administrator's  
12 website shall be deemed due and sufficient notice of entry.

13           18.     This Final Approval Order and the accompanying Final Judgment are intended to  
14 be a final disposition of the Action in its entirety and are intended to be immediately appealable.

15           19.     The obligations set forth in the Settlement are deemed part of this Final Approval  
16 Order and the accompanying Final Judgment, and the Parties and Administrator are ordered to carry  
17 out the Settlement according to its terms and provisions. The Court authorizes the Parties to utilize  
18 all reasonable procedures to effectuate those ends, which are materially consistent with this Final  
19 Approval Order and the Settlement.

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

22           21.     Following entry of this Final Approval Order and the accompanying Final Judgment,  
23 and without affecting the finality thereof, pursuant to Code of Civil Procedure section 664.6 and  
24 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction over the Parties, Participating Class  
25 Members, and the LWDA with respect to enforcement of this Final Approval Order and the  
26 accompanying Final Judgment, including, but not limited to, all matters related to the interpretation,  
27 administration, and consummation of the Settlement.

1           22.     The Settlement is not an admission by Defendants of the merits of any claim in the  
2 Action or of any wrongdoing. Neither the Settlement, nor any document referenced therein, nor any  
3 action taken to carry out this Settlement, shall be (a) construed as or used as an admission of liability  
4 or an admission that any of Defendants' defenses in the Action are with or without merit, or (b)  
5 disclosed, referred to, or offered in evidence against Defendants in any further proceeding except for  
6 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and  
7 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred  
8 by the Settlement.

9           23.     The Court sets a Non-Appearance Case Review re: Final Report and Distribution of  
10 Settlement Funds on March 11, 2025 at \_\_\_\_\_ in Department 12 (i.e., no less than  
11 240 days from this Final Approval Order). The Court orders Class Counsel to file a final report and  
12 declaration by the Administrator regarding settlement distribution no later than five (5) court days  
13 prior to the Case Review. No appearance will be required at the Case Review if the Administrator's  
14 declaration reports that all the distributions under the Settlement are complete.

15 **IT IS SO ORDERED.**

16 DATE: 08/19/2024



\_\_\_\_\_  
THE HONORABLE CAROLYN B. KUHL  
Judge of the Superior Court, Los Angeles County