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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 22 2024

BY *Amber M. Gear*
AMBER M. GEAR, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

VERONICA MARMOLEJO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

HIGH CALIBER ORGANICS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVSB2131844

[Honorable Jessica Morgan, Department S-26]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF LAURA VERONICA
MARMOLEJO'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

[Filed concurrently with Plaintiff Laura Veronica Marmolejo's Notice of Motion and Motion for Final Approval of Class and PAGA Action Settlement, Declaration of Kane Moon, Declaration of Plaintiff Laura Veronica Marmolejo, and Declaration of Nathalie Hernandez]

FINAL APPROVAL HEARING

Date: January 22, 2024

Time: 8:30 AM

Dept: S-26

Complaint Filed: November 10, 2021

Trial Date: Not Set

BY FAX

1 The Court issued an Order Granting Plaintiff Laura Veronica Marmolejo's Motion for
2 Preliminary Approval of Class and PAGA Action Settlement on August 23, 2023. Plaintiff Laura
3 Veronica Marmolejo (hereinafter, "Plaintiff") now seeks an Order and Judgment Granting Final
4 Approval of the same Joint Stipulation of Class and PAGA Action Settlement (hereinafter,
5 "Settlement") between Plaintiff and Defendant High Caliber Organics, Inc. (hereinafter,
6 "Defendant"). attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final
7 Approval of Class and PAGA Action Settlement as **Exhibit 1**.

8 The Court, having considered Plaintiff's Notice of Motion and Motion for Final Approval of
9 Class and PAGA Action Settlement ("Motion"), the supporting Declarations and Exhibits therein, the
10 records and files in this Action, and the absence of any written objections or requests for exclusion
11 from the Settlement; and good cause appearing. **HEREBY ORDERS, ADJUDGES, AND**
12 **DECREES AS FOLLOWS:**

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
14 forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Settlement
16 Class Members, all Aggrieved Employees, and Defendant.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all non-
20 exempt employees of Defendant who worked in California from November 10, 2017, through May
21 11, 2023. *Settlement*, ¶¶ 2.5, 2.11.

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

24 No Class Members have objected to the terms of the Settlement, and no Class Members have
25 requested exclusion from the Settlement. *Declaration of Nathalie Hernandez* ("Hernandez Decl."),
26 ¶¶ 11, 12.

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28 //

1 Plaintiff, all Settlement Class Members, and all Aggrieved Employees shall have, by
2 operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and
3 discharged all Released Parties from all Released Class Claims and Released PAGA Claims on the
4 date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
5 owed on the Wage Portion of the Individual Class Payments, as stated in the Settlement (*See*
6 *Settlement*, ¶ 5) and reproduced here:

- 7 1. **“Released Parties”** means Defendant and each of its former and present directors,
8 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
9 assigns, subsidiaries, affiliates, managers, employees, agents, representatives, partners,
10 investors, administrators, parent companies, DBAs, divisions, and joint venturers.
11 *Settlement*, ¶ 2.38.
- 12 2. **Release by Plaintiff.** Plaintiff and her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, release and discharge Released Parties from all claims, demands, rights,
15 liabilities and causes of action of every nature and description whatsoever, whether
16 known or unknown, asserted or that might have been asserted, whether in tort, contract,
17 or for violation of any state or federal statute, rule, law or regulation arising out of,
18 relating to, or in connection with any act or omission of the Released Parties through
19 the date of full execution of this Settlement Agreement in connection with his or her
20 employment or the termination thereof. *Settlement*, ¶ 5.1. Plaintiff acknowledges that
21 Plaintiff may discover facts or law different from, or in addition to, the facts or law that
22 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
23 Release shall be and remain effective in all respects, notwithstanding such different or
24 additional facts or Plaintiff’s discovery of them. *Id.* For purposes of Plaintiff’s Release,
25 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
26 of Section 1542 of the California Civil Code. *Settlement*, ¶ 5.1.1.

1 3. **Release by Participating Class Members.** All Settlement Class Members, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys,
3 heirs, administrators, successors, and assigns, release Released Parties from all claims
4 that were alleged, or reasonably could have been alleged, in the Operative Complaint,
5 and ascertained in the course of the Action, that arose during the Class Period including
6 with respect to the following claims: (a) failure to pay all overtime wages owed; (b)
7 failure to pay minimum wages owed; (c) failure to provide meal periods, or premium
8 pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or
9 premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized
10 wage statements and maintain payroll records; (f) failure to pay all wages due upon
11 separation of employment; (g) failure to reimburse for necessary business expenses;
12 (h) all claims under California Business & Professions Code § 17200 for unfair
13 business practices that could have been premised on the facts, claims, causes of action
14 or legal theories described above; (i) violation of or claims under the following sections
15 of the California Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3,
16 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and
17 (j) violation of the California Industrial Wage Orders that could have been premised on
18 the facts, claims, causes of action or legal theories described above, as well as any
19 potential penalties, interest or attorneys' fees associated with all of such causes of
20 action under California law ("Released Class Claims"). Except as set forth in Section
21 5.3 of the Settlement, Settlement Class Members do not release any other claims,
22 including claims for vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.
25 *Settlement*, ¶ 5.2.

1 4. **Release by Aggrieved Employees.** All Class Members who are Aggrieved Employees,
2 regardless of whether they are Settlement Class Members or Non-Participating Class
3 Members, are deemed to release, on behalf of themselves and their respective former
4 and present representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns, the Released Parties from all claims demands, rights, liabilities and causes of
6 action under the California Labor Code Private Attorneys General Act that were
7 alleged, or reasonably could have been alleged, based on the claims asserted in the
8 Operative Complaint or the PAGA Notice and ascertained in the course of the Action
9 arising during or with respect to the PAGA Period. *Settlement*, ¶ 5.3.

10 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
11 and pay the Individual Class Payments and Individual PAGA Payments are fair and reasonable. The
12 Administrator is authorized to pay the Individual Class Payments and Individual PAGA Payments to
13 the Settlement Class Members and Aggrieved Employees in accordance with the terms of the
14 Settlement.

15 Defendant shall pay a total of \$290,000.00 to resolve the Action. *Settlement*, ¶ 3.1;
16 *Hernandez Decl.*, ¶ 14. Defendant shall fund the Gross Settlement Amount, and fund the amounts
17 necessary to pay its share of payroll taxes, by transmitting eleven \$25,000.00 monthly increments and
18 one \$15,000.00 final increment to the Administrator, to be held in trust pending the Effective Date,
19 beginning on April 1, 2023. The last installment plan shall include Defendant's employer's-side
20 payroll taxes. *Settlement*, ¶ 2.21.

21 The Administrator will mail checks for the Individual Class Payments, Individual PAGA
22 Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees
23 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment
24 within fourteen (14) days after Defendant has funded the Gross Settlement Amount. *Settlement*, ¶ 4.3.

25 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
26 of \$10,000.00 shall be paid to Plaintiff Laura Veronica Marmolejo for her service to the Class and
27 general release of claims. *Settlement*, ¶ 3.2.1; *Hernandez Decl.*, ¶ 14. Laura Veronica Marmolejo is
28 hereby confirmed as Class Representative.

1 From the Gross Settlement Amount, PAGA Penalties in the amount of \$20,000.00 shall be
2 divided among the California Labor and Workforce Development Agency ("LWDA") and Aggrieved
3 Employees. *Settlement*, ¶ 3.2.5. The LWDA shall receive 75% of the PAGA Penalties, or \$15,000.00,
4 and the Aggrieved Employees shall receive 25% of the PAGA Penalties, or \$5,000.00, pursuant to
5 the Private Attorneys General Act of 2004, *California Labor Code* sections 2699, *et. seq.* *Settlement*,
6 ¶ 3.2.5; *Hernandez Decl.*, ¶ 14.

7 From the Gross Settlement Amount, a Class Counsel Fees Payment in the amount of
8 \$96,666.67 and Class Counsel Litigation Expenses Payment in the amount of \$14,535.25 shall be
9 paid to Class Counsel for their reasonable fees and actual costs incurred in furtherance of the Action.
10 *Settlement*, ¶ 3.2.2; *Hernandez Decl.*, ¶ 14; *Declaration of Kane Moon*, Exh. 4. The fees and costs
11 shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
12 reasonable in light of the benefit provided to the Class. Moon Law Group, P.C. is hereby confirmed
13 as Class Counsel.

14 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
15 \$6,550.00 shall be paid to the designated Administrator, ILYM Group, Inc. *Settlement*, ¶ 3.2.3;
16 *Hernandez Decl.*, ¶ 14.

17 The Notice provided to the Class conforms with the requirements of *California Rules of*
18 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
19 providing individual notice to all Class Members who could be identified through reasonable effort
20 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
21 The Notice fully satisfies the requirements of Due Process.

22 The Parties are ordered to have notice of this Final Order and Judgment sent to all Settlement
23 Class Members and Aggrieved Employees in accordance with *California Rules of Court* section
24 3.771(b), along with the Individual Class Payments and Individual PAGA Payments issued via First
25 Class U.S. Mail to their last known addresses and to the LWDA, pursuant to *California Labor Code*
26 section 2699(1).

1 The Court shall retain jurisdiction with respect to all matters related to the administration and
2 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
3 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
4 determination of all controversies relating thereto.

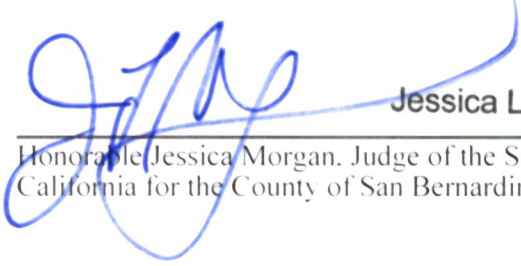
5 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
6 to be immediately appealable.

7 Plaintiff Laura Veronica Marmolejo's Motion for Final Approval of Class and PAGA Action
8 Settlement is hereby granted, and the Court directs that Judgment shall be entered in accordance with
9 the terms of this Order.

10 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
11 1-22-2025, ~~2024~~ at 8:30 am in Department S-26. Class Counsel is ordered to file a
12 final report and declaration regarding distribution no later than 1-15-2025.

13 **IT IS SO ORDERED.**

14 DATE: 1/22/24


15 **Jessica L. Morgan**

16 Honorable Jessica Morgan, Judge of the Superior Court of
17 California for the County of San Bernardino
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **December 22, 2023**, I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF LAURA VERONICA**
6 **MARMOLEJO'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION**
7 **SETTLEMENT**

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as
9 follows:

10 Megan K. Lieber, Esq.
11 Bianca Bonjean, Esq.
12 **COLLINS + COLLINS LLP**
13 2175 N California Boulevard, Suite 835
14 Walnut Creek, CA 94596
15 Telephone: (510) 844-5100
16 Fax: (510) 844-5101
17 Email: mlieber@ccllp.law
18 Email: bbonjean@ccllp.law

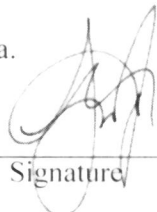
19 *Attorneys for Defendant High Caliber Organics, Inc.*

20 [✓] **BY U.S. MAIL:** I deposited such an envelope in the mail in Los Angeles, California. The
21 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the
22 firm's practice of collection and processing correspondence for mailing. Under that
23 practice, it would be deposited with U.S. postal service on that same day with postage
24 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
25 aware that on motion of the party served, service is presumed invalid if postal
26 cancellation date or postage meter date is more than one day after the date of deposit for
27 mailing in affidavit..

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

Executed this, **December 22, 2023** at Los Angeles, California.

22 Janelle Jickain
23 _____
Type or Print Name

Signature 

RECEIVED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DEC 22 2023

Stephanie Garcia