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16 Attorneys for Plaintiff THOMAS LONGACRE

17 on behalf of the general public as private attorney general

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN JOAQUIN**

20 THOMAS LONGACRE, on behalf of the
21 general public as private attorney general,

22 Plaintiff,

23 v.

24 KEHE DISTRIBUTORS, INC., a Delaware
25 Corporation; and DOES 1-50, inclusive

26 Defendants.

Case No.: STK-CV-UOE-2022-0001211

Assigned For All Purposes To

Judge: Hon. Erin Guy Castillo

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES, COSTS, INCENTIVE AWARD
AND ADMINISTRATION COSTS, AND
ENTERING JUDGMENT**

Date: January 11, 2024

Time: 09:00 a.m.

Dept: 10B

1 This matter came on for hearing on January 11, 2024 at 09:00 a.m. in Department 304 of
2 the above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA
3 Settlement, attorneys' fees and costs, incentive award, administration costs, PAGA payment and
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e.
5 terms with initial capitalization) as set forth in the Class Action and PAGA Settlement Agreement
6 ("Settlement Agreement"). Having received and considered the Settlement Agreement, the
7 supporting papers filed by the Parties, and the evidence and argument received by the Court in
8 conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant
9 Plaintiffs' Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Incentive Award,
10 Administration Costs, and Entering of Final Judgment, the Court grants final approval of the
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
13 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
14 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
15 to request exclusion from the Class and the Settlement, of their right to comment upon or object to
16 the Settlement and to appear in person or by counsel at the final approval hearing and of the date set
17 for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

18 2. In response to the Notice, no members objected and zero (0) members requested
19 exclusion. There are no outstanding disputes regarding the Settlement.

20 3. The Court finds and determines that this notice procedure afforded adequate
21 protections to Class Members and provides the basis for the Court to make an informed decision
22 regarding approval of the Settlement based on the Class Members' response. The Court finds and
23 determines that the Notice provided in the Action was the best notice practicable, which satisfied
24 the requirements of law and due process.

25 4. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
27 finally approved, and that all terms and provisions of the Settlement Agreement should be
28 and hereby are ordered to be consummated.

1 5. The Court has certified a Class, as those terms are defined in and by the terms of
2 the Settlement Agreement, and the Court deems this definition sufficient for purposes of
3 California Rule of Court 3.765(a).

4 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
5 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
6 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as
7 a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator.
8 The Court further finds that the Parties conducted extensive investigation, research, and discovery
9 and that their attorneys were able to reasonably evaluate their respective positions. The Court also
10 finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation
11 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
12 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
13 value accorded to the Class.

14 7. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

15 8. The Court hereby confirms the Plaintiff Thomas Longacre as the Class
16 Representative in this action.

17 9. The Court finds and determines that the individual settlement payments to Class
18 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
19 The Court hereby gives final approval to and orders the payment of those amounts be made to
20 the participating members of the Class in accordance with the terms of the Settlement.

21 10. The Court finds and determines that payment to the California Labor and Workforce
22 Development Agency of \$27,000.00 as its share of the settlement of alleged civil penalties in this
23 case as well as the \$9,000 as the PAGA Members' share of the settlement of alleged civil penalties
24 in this case are fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
25 that those amount be paid in accordance with the Settlement.

26 11. The Court finds and determines the Class Representative Enhancement Award in the
27 sum of \$10,000 to Plaintiff Longacre is fair and reasonable. The Court hereby orders the
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1 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
2 terms of the Settlement Agreement.

3 12. The Court finds and determines that the payment to be paid to the Settlement
4 Administrator, Apex Class Action, LLC in the sum of \$35,000.00 for its fee and expenses incurred
5 is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
6 accordance with the terms of the Settlement Agreement.

7 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
8 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
9 \$250,000.00 and litigation costs of \$15,760.69. The Court finds such amounts to be fair and
10 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
11 accordance with the terms of the Settlement Agreement.

12 14. Neither Defendants nor any related persons or entities shall have any further liability
13 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
14 provided for by the Settlement Agreement.

15 15. The Court finds and determines that the releases contained in the Settlement
16 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not
17 timely opt out of the Settlement and all PAGA Members.

18 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
19 pursuant to the Settlement Agreement or pursuant to this Order.

20 17. The Court finds and determines that nothing in the Settlement Agreement, this Order,
21 or the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by
22 Defendants or any Released Party or (2) may be offered or admitted in evidence against Defendants
23 or any Released Party (other than solely in connection with this Settlement).

24 18. The Court hereby enters final judgment in this case in accordance with the terms of
25 the Settlement Agreement, Preliminary Approval Order and this Order.

26 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
27 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.
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20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Class Members and PAGA Members shall take nothing from Defendants except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiffs and each Participating Class Member, PAGA Member, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the period of August 26, 2020 through January 15, 2023 as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

Date:

By: _____
Honorable Erin Guy Castillo
Judge of the Superior Court

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