

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Shedon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
ANA LILI CAMPOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ANA LILI CAMPOS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

CALIFORNIA CEREAL PRODUCTS,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 22CV009272

*Assigned for All Purposes to: Honorable
Michael Markman, Dept. 23*

**NOTICE OF ENTRY OF AMENDED
ORDER AND JUDGMENT**

Complaint Filed: April 1, 2022
First Am. Cx Filed: June 6, 2023
Trial Date: Not set

1 **TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on December 12, 2024, The Honorable Michael Markman
4 presiding in Department 23 in the above-entitled Court signed the Amended Final Order and
5 Entered Judgment. Attached hereto as Exhibit 1 is a true and correct copy of this Judgment and
6 Order.

7
8 Dated: December 12, 2024

PROTECTION LAW GROUP, LLP

9
10 By: _____


Heather Davis
Amir Nayebdadash
Carlos Jimenez
Attorneys for Plaintiff
ANA LILI CAMPOS

Exhibit 1

HEATHER DAVIS, SBN 239372
 heather@protectionlawgroup.com
 AMIR NAYEBDADASH, SBN 232204
 amir@protectionlawgroup.com
 CARLOS JIMENEZ, SBN 227534
 carlos@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
 149 Shedon Street
 El Segundo, California 90245
 Telephone: (424) 290-3095
 Facsimile: (866) 264-7880

Attorneys for Plaintiff
 ANA LILI CAMPOS

FILED
 Superior Court of California
 County of Alameda
 12/12/2024
 Chad Flake, Executive Officer / Clerk of the Court
 By: *A. Tumonono* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ANA LILI CAMPOS, individually and on
 behalf of others similarly situated,

Plaintiff,

vs.

CALIFORNIA CEREAL PRODUCTS, INC., a
 California corporation; and DOES 1 through
 50, inclusive,

Defendants.

Case No.: 22CV009272

*Assigned for All Purposes to the Honorable
 Michael Markman, Dept. 23*

**~~[PROPOSED]~~ AMENDED FINAL
 ORDER AND JUDGMENT**

Date: December 5 2024
 Time: 10:00 a.m.
 Dept: 23

1 **TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:**

2 The above-referenced Action having come before the Court on March 6, 2024, for a
3 hearing and Final Order Approving Class Action and PAGA Settlement (“Final Order”),
4 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as
5 set forth in the Class Action Settlement Agreement and Amendments thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Preliminary
7 Approval Order, and the Court having considered all papers filed and proceedings had herein and
8 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
9 **ADJUDGED AND DECREED AS FOLLOWS:**

10 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
11 and incorporated by reference, this Court finds that the requirements of California Code of Civil
12 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. The term “Class” and “Class Members” shall mean the following: All current and
15 former non-exempt employees of California Cereal Products, Inc. (“Defendant”) employed in the
16 state of California at any time during April 1, 2018 and April 18, 2023.

17 4. This Court has jurisdiction over the subject matter of the Action and over all
18 Parties to the Action, including all Class Members.

19 5. Distribution of the Notice directed to the Class Members as set forth in the
20 Agreement and the other matters set forth therein has been completed in conformity with the
21 Preliminary Approval Order, including individual notice to all Class Members who could be
22 identified through reasonable effort, and the best notice practicable under the circumstances. The
23 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
24 including the proposed Settlement set forth in the Agreement, and amendments thereto, to all
25 persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. All
26 Class Members and all Released Claims are covered by and included within the Settlement and
27 this Final Order.

28 6. The Court hereby adopts and incorporates by reference to the terms and conditions

1 of the Agreement. The Court further finds that the Settlement is fair, adequate, and reasonable
2 and that Plaintiff has satisfied the standards and applicable requirements for final approval of this
3 class action settlement under California law, including the provisions of California Code of Civil
4 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
5 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971)

6 7. The Court has considered all relevant factors for determining the fairness of the
7 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
8 particular, the Court finds that the Settlement was reached following meaningful discovery and
9 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
10 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
11 Settlement are in all respects fair, adequate, and reasonable.

12 8. In so finding, the Court has considered all evidence presented, including evidence
13 regarding the strength of Plaintiff's case, the risk, expense, and complexity of the claims
14 presented; the likely duration of litigation; the amount offered in settlement; the extent of
15 investigation and discovery completed; and the experience and views of counsel. The Parties have
16 provided the Court with sufficient information about the nature and magnitude of the claims being
17 settled, as well as the impediments to recovery, to make an independent assessment of the
18 reasonableness of the terms to which the Parties have agreed.

19 9. The Court hereby approves the Settlement set forth in the Agreement, and
20 amendments thereto, and expressly finds that the Settlement is, in all respects, fair, adequate and
21 reasonable, and in the best interests of the entire Class, and hereby directs the Parties to effectuate
22 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
23 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds
24 that the Parties have conducted extensive investigation and research, and counsel for the Parties
25 are able to reasonably evaluate their respective positions. The Court also finds that Settlement at
26 this time will avoid additional substantial costs, as well as avoid the delay and risks that would
27 be presented by the further prosecution of the Action. The Court has reviewed the benefits that
28 are being granted as part of the Settlement and recognizes the significant value to the Class

Members. The Court also finds that the Class is properly certified as a class for settlement purposes only. Additionally, after considering the monetary recover provided by the Settlement in light of the challenges posed by continued litigation, the Court concludes that the Settlement provides the Class with fair and adequate relief.

10. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes Participating Class Members shall release and discharge Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices during the Class Period.

11. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes Participating Class Members shall release and discharge Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff’s March 30, 2022 PAGA Letter to the LWDA and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 during the PAGA Period.

12. Additionally, upon the Court entering the final approval Order and remittance of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant to the Settlement Administrator, the Representative Plaintiff for herself and her spouse, heirs and

1 assigns, fully and finally release the Released Parties from any and all charges, complaints,
2 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of
3 action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature, and
4 description whatsoever, known or unknown, suspected or unsuspected, asserted or that might
5 have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's
6 employment with Defendant, payment of wages during that employment and the cessation of that
7 employment and/or violation of any federal, state or local statute, rule, ordinance or regulation,
8 and/or arising out of any matter whatsoever which occurred prior to the Effective Date of this
9 Agreement. Such claims include but are not limited to any and all Released Class Claims and
10 Released PAGA Claims and termination thereof, California Civil Code, to include §§3287, 3336
11 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5;
12 California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common
13 law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C.
14 §§1001, et seq. (ERISA) §778.315; and federal common law. This release excludes the release of
15 claims not permitted by law. Plaintiff's General Release includes all claims, whether known or
16 unknown. Even if Plaintiff discovers facts in addition to or different from those they now know
17 or believe to be true with respect to the subject matter of Plaintiff's General Release, those claims
18 will remain released and forever barred.

19 13. The Representative Plaintiff hereby agrees that, notwithstanding § 1542 of the
20 California Civil Code, all claims that the Representative Plaintiff may have, known or unknown,
21 suspected or unsuspected, are hereby released. Section 1542 provides:

22 A general release does not extend to claims that the creditor or releasing party does
23 not know or suspect to exist in his or her favor at the time of executing the release
24 and that, if known by him or her, would have materially affected his or her
25 settlement with the debtor or released party.

26 The Representative Plaintiff expressly waive the provisions of Section 1542 with full
27 knowledge and with the specific intent to release all known or unknown, suspected or unsuspected,
28 claims arising on or before the Effective Date of the Settlement, and therefore specifically waive

the provisions of any statute, rule, decision, or other source of law of the United States or of any state of the United States or any subdivision of a state which prevents release of unknown claims.

14. No Class Member submitted a timely and valid request to be excluded from the Settlement. Accordingly, all Class Members are hereby explicitly included in this order and Judgment and participating in the settlement. The last date to timely submit a request for exclusion was January 16, 2024.

15. The Court also hereby finds that there were no written objections to the Settlement. The last day to submit a written objection to the settlement was January 16, 2024. The Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

16. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of \$752,829.11 within thirty (30) calendar days of the date of this order to provide payments for the Class/PAGA Members individual settlement payments, class representative incentive payments for Plaintiff, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered in accordance with the terms of the Agreement and as modified by this Final Order and Judgment.

17. Pursuant to the terms of the Agreement and amendments thereto, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards attorneys' fees of \$225,848.73 to Class Counsel. The Court also approves and awards the recovery of litigation costs incurred by Class Counsel in the amount of \$10,166.22. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court ORDERS that 10% of the attorneys' fee award (i.e., \$22,584.87) be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

18. The Court hereby approves and orders a Class Representative Enhancement

1 Payment of \$7,500.00 to each Plaintiff Ana Lili Campos.

2 19. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
3 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
4 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
5 remaining \$12,500.00 (25% of \$50,000.00) shall be distributed to the PAGA Members as set forth
6 in the Agreement.

7 20. The Court also hereby approves and orders payment from the Gross Settlement
8 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
9 ILYM Group, Inc., in the amount of \$8,600.00.

10 21. The Court hereby approves and orders payment of individual settlement payments
11 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

12 22. The Court also hereby approves and orders that any checks distributed from the
13 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
14 days after being issued shall be void.

15 23. Provided the Settlement becomes effective under the terms of the Agreement, the
16 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
17 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

18 24. Neither the Settlement nor any of the terms set forth in the Agreement is an
19 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
20 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
21 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
22 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
23 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
24 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
25 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
26 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
27 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
28 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce

1 the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement
2 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action,
3 or submit in any other proceeding, the Final Order, the Agreement, and any other papers and
4 records on file in the Actions as evidence of the Settlement to support a defense of *res judicata*,
5 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
6 the Released Claims.

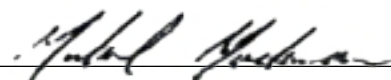
7 25. Without affecting the finality of this Judgment, the Court shall retain continuing
8 jurisdiction over this action and the parties, including all Class Members, and over all matters
9 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
10 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
11 as provided to the contrary herein, any disputes or controversies arising with or with respect to
12 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
13 Court for resolution.

14 26. In accordance with the terms of the Agreement, the unclaimed funds in the amount
15 of \$10,392.99 will be sent to the Cy Pres Recipient – Bay Area Legal Aid Society (Alameda
16 County – Oakland Office).

17 27. Class Counsel shall submit a final report on the disbursement of the settlement
18 payments on or before Jan. 13, 2025.

19 IT IS SO ORDER. LET JUDGMENT BE ENTERED ACCORDINGLY.

20
21 DATED: 12/12/2024

22 
23 JUDGE OF THE SUPERIOR COURT
24 Honorable Michael Markman
25 **Michael Markman / Judge**
26
27
28