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BEATRIZ CARAVANTES and the Proposed Class

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

BEATRIZ CARAVANTES, et al.,
individually, and on behalf of other members of
the general public similarly situated and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiffs,

v.

CALIFORNIA-NATURAL PRODUCTS, a
California corporation; and DOES 1-100,
inclusive,

Defendants.

CASE NO. STK-CV-UOE-2016-0005682

CLASS ACTION

[Assigned to Hon. Erin Guy Castillo, Dept. 10B]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES, COSTS,
AND ENHANCEMENT AWARD**

DATE : July 28, 2021

TIME : 9:00 a.m.

DEPT. : 10B

Action Filed: July 5, 2016

Case No. STK-CV-UOE-2016-0005682

**[PROPOSED] ORDER AND JUDGMENT GRANTING MOTIONS FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD**

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1 On July 28, 2021, the Court conducted a hearing on Plaintiff Beatriz Caravantes' ("Plaintiff"
2 or "Class Representative") motions for: (1) Final Approval of Class Action Settlement; and (2)
3 Approval of Attorneys' Fees, Costs, and Enhancement Award ("Motions").

4 On Motion for Preliminary Approval of Proposed Class Action Settlement and Motion for
5 Conditional Certification of the Putative Class for Settlement Purposes ("Motions").

6 On April 10, 2021, this Court granted Preliminary Approval of Class Action Settlement,
7 resulting in conditional certification of the following Settlement Class:

8 All non-exempt employees who worked for California Natural Products in the following
9 positions at any time from June 10, 2012 through August 4, 2020: Blender/VTIS,
10 Downstream Operator, Downstream Specialist, Drum Filler Operator, ED Dryer
11 Operator, Filler Operator, Filler Operator (PDO), Processing Batch/Blender,
12 Processing Blender, Rice Cookline Operator, Robotics, Roving Quality Specialist or
13 Quality Specialist, Silo Operator, Silo Specialist, Soup Cook, Soy Line Operator, Spray
14 Dryer Operator, Stretch Wrap Operator, UF Evaporator, VTIS Operator, and VTIS
Operator (PDO).

15 The approved Class Notice (attached as Exhibit A to the Declaration of Makenna Snow) was
16 provided to the Settlement Class Members. The Class Notice informed Settlement Class Members
17 of among other things, the following key information: (i) the factual basis for the lawsuit; (ii) the amount
18 of the Gross Fund value; (iii) the amount of costs and fees Plaintiff's attorneys will be seeking; (iv) class
19 member's option to participate or opt-out of the Settlement; (v) how the Settlement Fund was to be divided
20 among the class members; (vi) the estimated amount of each class member's payment; (vii) how to dispute
21 the estimated amount of the payments; (viii) claims to be released; (ix) opt-out procedure; and (x) notice
22 of the July 28, 2021 fairness hearing.

23 No objections to the Settlement were made by any Settlement Class Members, timely or otherwise,
24 pursuant to the Class Notice sent to the Settlement Class Members, nor did any objectors appear at the
25 time of the hearing.

26 No Settlement Class Member has opted out of the Settlement, timely or otherwise, pursuant to the
27 Class Notice sent to the Settlement Class Members.

28 This matter having come before the Court for hearing pursuant to the Order of this Court dated

1 April 10, 2021, for approval of the settlement set forth in the the Class Action Agreement and Release
2 of Claims ("Settlement Agreement"), and due and adequate notice having been given to the eligible
3 Class Members as required in said Order, and the Court having considered all papers filed and proceedings
4 had herein and otherwise being fully informed of the promises and good cause appearing therefor, it is

5 **ORDERED, ADJUDGED AND DECREED THAT:**

6 1. This Court has jurisdiction over the subject matter of the Action and over all of the parties
7 to the Action.

8 2. The Court finds that the Settlement Class is properly certified as a class for settlement
9 purposes, only.

10 3. The Class Notice provided to the Settlement Class conforms with the requirements of
11 Cal. Code of Civil Procedure § 382, Cal. Civil Code § 1781, Cal. Rules of Court, rules 3.766 and 3.769,
12 the California and United States Constitutions, and any other applicable law, and constitutes the best
13 notice practicable under the circumstances, by providing individual notice to all Class Members who
14 could be identified through reasonable effort, and by providing due and adequate notice of the
15 proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied
16 the requirements of Due Process.

17 4. The Court finds the Settlement was entered into in good faith, that the Settlement is fair,
18 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for
19 final approval of this class action settlement under California law, including the provisions of Cal. Code
20 of Civil Procedure § 382 and Cal. Rules of Court, rule 3.769.

21 5. No Class Members have objected to the terms of the Settlement.

22 6. No Class Members have opted out of the Settlement.

23 7. Upon entry of this Order, and pursuant to paragraph 47 of the Settlement Agreement
24 (attached as Exhibit A to the Saltzman Decl. in support of Plaintiff's Motion for Preliminary Approval),
25 Defendant shall fully fund the Gross Settlement Fund of \$1,750,000.00, less the Prior Settlement
26 Payments, within five (5) business days after the Effective Date.

27 8. Upon entry of this Order, and pursuant to paragraph 47(a) of the Settlement Agreement,
28 the Settlement Administrator will distribute Individual Settlement Payments to Participating Class

1 Members and PAGA Payments to Aggrieved Employees no later than fifteen (15) business days after
2 receipt of the Settlement Fund from Defendant.

3 9. The distribution of the PAGA Payment in the amount of \$37,500.00 to the LWDA shall
4 occur no later than fifteen (15) business days after the Settlement Administrator receives the Settlement
5 Fund from Defendant, pursuant to paragraph 47(b).

6 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
7 recognition of the Plaintiff's efforts and risks taken on behalf of the Settlement Class, the Court hereby
8 approves the payment of the incentive award to the Plaintiff, Beatriz Caravantes, in the amount of
9 \$10,000.00. The enhancement award will be distributed by the Settlement Administrator within fifteen
10 (15) business days after the Settlement Administrator receives the Settlement Fund from Defendant,
11 pursuant to paragraph 47(b).

12 11. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
13 \$612,500.00, and the reimbursement of litigation expenses in the sum of \$44,015.69. The fees and costs
14 are included in, and come from, the Settlement Fund and will be paid directly to Class Counsel by the
15 Settlement Administrator within fifteen (15) business days after the Settlement Administrator receives
16 the Settlement Fund from Defendant, pursuant to paragraph 47(b).

17 12. The Court approves and orders payment in the amount of \$15,000.00 to ILYM Group,
18 Inc., from the settlement fund. ILYM Group shall continue to administer the settlement in accordance
19 with the terms of the parties' agreement.

20 13. As of the occurrence of the Effective Date, the Named Plaintiff and all Participating Class
21 Members, by operation of this Order and the accompanying Judgment, do and shall be deemed to have
22 fully, finally and forever released, settled, compromised, relinquished, Released Parties of and from any
23 and all Settled Claims, as set forth in paragraph 36:

24 As of the occurrence of the Effective Date, the Named Plaintiff and the
25 Participating Class Members shall be permanently enjoined and forever barred from
26 prosecuting any and all Settled Claims released pursuant to this Section 36 against
27 the Released Parties. Thus, subject to and in accordance with this Agreement, even
28 if the Named Plaintiff or any Participating Class Member may subsequently

1 discover facts in addition to or different from those they now know or believe to be
2 true with respect to the subject matter of the Released Claims, they shall be deemed
3 to have, and by operation of the Final Judgment shall have fully, finally, and forever
4 settled and released any and all Settled Claims, whether known or unknown,
5 suspected or unsuspected, contingent or non-contingent, whether or not concealed
6 or hidden, which now exist, or have existed upon any theory of law or equity now
7 existing or coming into existence in the future, including, but not limited to, conduct
8 that is negligent, intentional, with or without malice, or a breach of any duty, law,
9 or rule, without regard to the subsequent discovery or existence of such different or
10 additional facts.

11 14. As described in paragraph 37, the Settlement Agreement extends the release to PAGA
12 Claims:

13 In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiff,
14 as the representative for the State of California and all Aggrieved Employees, and
15 on behalf of their current, former, and future heirs, executors, administrators,
16 attorneys, agents, and assigns will forever completely release and discharge the
17 Released Parties from the PAGA Claim. The Aggrieved Employees and the State of
18 California are deemed by operation of the Final Order and Judgment to have agreed
19 not to sue or otherwise make a claim against any of the Released Parties for the
20 PAGA Claims.

21 15. In addition, upon the Effective Date, Plaintiff shall have, by operation of this Order and
22 the accompanying Judgment, fully, finally and forever released, relinquished, and discharged Defendant
23 from all claims as defined by the terms of the Settlement, as set forth in paragraph 38:

24 As of the occurrence of the Effective Date, the Named Plaintiff fully releases and
25 discharges Defendant and the other Released Parties from the Released Claims and
26 any other claims that the Named Plaintiff ever had against the Released Parties
27 through the date of execution of the Agreement. Without limiting the generality of
28 the foregoing, the Named Plaintiff specifically and expressly releases to the

1 maximum extent permitted by law any claims against the Released Parties, arising
2 out of or relating to the Named Plaintiff's employment or the termination of her
3 employment with Defendant and any other Released Party. This general release by
4 the Named Plaintiff includes a waiver of their rights under Civil Code Section 1542,
5 which provides: "A general release does not extend to claims that the creditor or
6 releasing party does not know or suspect to exist in his or her favor at the time of
7 executing the release and that, if known by him or her, would have material affected
8 his or her settlement with the debtor or released party."

9 16. Individual Settlement Share checks shall remain valid and negotiable for ninety (90)
10 calendar days from the date of mailing. The funds from uncashed and voided checks will be transferred
11 to the State of California's Unclaimed Property Fund in the name of the Participating Class Member.
12 Paragraph 47(c).

13 17. This Judgment is intended to be a final disposition of the above captioned action in its
14 entirety, and is intended to be immediately appealable.

15 18. The Court, pursuant to Cal. Rules of Court, rule 3.769(h), directs the clerk to enter this
16 Judgment pursuant to the Settlement; however, this Court shall retain jurisdiction with respect to all
17 matters related to the administration and consummation of the settlement, as provided under Rule
18 3.769(h), and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
19 including but not limited to all matters related to the Settlement and the determination of all controversies
20 related thereto.

21 **IT IS SO ORDERED.**

22
23 Dated: 7/20/21

24 
Hon. Erin Guy Castillo
JUDGE OF THE SUPERIOR COURT