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By Mariejo Guyot, Deputy Clerk

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Attorneys for Defendant Volt Management Corp.

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

BERENISE BELTRAN, on behalf of the State
of California and other aggrieved persons,

Plaintiff,

v.

GLANBIA NUTRITIONALS, INC., a
corporation; GLANBIA NUTRITIONALS
(NA), INC., a corporation; VOLT
MANAGEMENT CORP., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Marlene M. Moffitt (SBN 223658)
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Attorneys for Defendants Glanbia
Nutritionals, Inc. & Glanbia Nutritionals
(NA), Inc.

Case No.: 37-2022-00034936-CU-OE-CTL

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Michael T.
Smyth, Dept. C-67]

**JOINT STIPULATION REGARDING
APPROVAL OF SETTLEMENT UNDER
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT;
~~[PROPOSED]~~ ORDER AND JUDGMENT**

[Filed concurrently with: Declaration of Justin
F. Marquez in Support of Joint Stipulation
Regarding Approval of Settlement Under
California Private Attorneys General Act]

Complaint filed: August 30, 2022
Trial date: Not set

1 **IT IS HEREBY STIPULATED AND AGREED BY THE BELOW PARTIES,**
2 **THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AS FOLLOWS:**

3 **WHEREAS**, on August 30, 2022, Plaintiff Berenise Beltran (“Plaintiff”) filed a Labor
4 Code Private Attorneys General Act (“PAGA”) action against Defendants Glanbia Nutritionals,
5 Inc., Glanbia Nutritionals (NA), Inc., (collectively, “Glanbia”) and Volt Management Corp.
6 (“Volt”, collectively with Glanbia, “Defendants”, and together with Plaintiff, the “Parties”) in the
7 Superior Court of California, County of San Diego (the “Action”). (Declaration of Justin F.
8 Marquez [“Marquez Decl.”], ¶ 2);

9 **WHEREAS**, Defendants deny the aforementioned allegations;

10 **WHEREAS**, on January 17, 2024, the Parties participated in a full-day mediation with the
11 Hon. Howard Broadman (Ret.), a well-known and respected PAGA mediator. With Judge
12 Broadman’s assistance, the Parties ultimately reached a resolution. (Marquez Decl., ¶ 3);

13 **WHEREAS**, California Labor Code (“Cal. Lab. Code”) section 2699(1)(2) requires judicial
14 review and approval of any proposed settlement involving a PAGA claim. On May 9, 2024, the
15 Parties fully executed a long-form settlement agreement which includes an explanatory letter
16 which will be mailed out to the Aggrieved Employees¹ by the Settlement Administrator. (Marquez
17 Decl., ¶ 4, Ex. 1 [“Settlement” or “Settlement Agreement”]); ²

18 **WHEREAS**, on May 23, 2024, the Parties fully executed an Amendment to the Settlement
19 Agreement, which only adjusted the maximum amount for which Plaintiffs’ counsel for could seek
20 reimbursements from \$15,000 to \$20,000, subject to Court approval. (Marquez Decl., ¶ 5, Ex. 2
21 [“Amendment to Settlement Agreement”]);

22 **WHEREAS**, Plaintiff and Plaintiff’s counsel concluded, after taking into account the
23 sharply disputed factual and legal issues involved in the Action, the risks associated with further
24 prosecution, and the substantial benefits received and to be received pursuant to the Settlement,
25

26 ¹ The “Aggrieved Employees” consist of all individuals who worked for Defendants Glanbia Nutritionals, Inc.
27 and Glanbia Nutritionals (NA), Inc. (together, “Glanbia”) in California as non-exempt employees during the
28 Release Period, and all individuals who worked for Defendant Volt Management Corp. (“Volt”) as non-exempt
employees and placed for work at Glanbia in California during the Release Period.

² Plaintiff is also concurrently submitting the Settlement Agreement to the California Labor & Workforce
Development Agency (“LWDA”) in compliance with Cal. Lab. Code section 2699(1)(2).

that the Settlement is in the best interest of all interested parties and beneficiaries. (Marquez Decl., ¶ 6);

WHEREAS, Plaintiff's PAGA claim is based on Defendants' alleged failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages during employment and at termination, failure to furnish accurate wage statements, and failure to indemnify for necessary business expenditures. (Marquez Decl., ¶ 2.) Plaintiff and Plaintiff's counsel have balanced their evaluation of the validity and strength of these asserted allegations against the problems of proof, collectability, and the legal standards governing said allegations, and found significant risk in proceeding. Based on this evaluation, Plaintiff's counsel believes that the Settlement satisfies the public policies of PAGA and is fair to all parties and beneficiaries. (Marquez Decl., ¶ 7);

WHEREAS, similarly, Defendants and Defendants' counsel concluded there were benefits associated with settling. Although Defendants dispute the various allegations in the Action, Defendants took into account the risk attending further defense, the expense, time, and burden of protracted litigation, and the desire to put the controversy to rest, and based on these factors, Defendants and Defendants' counsel agreed to the Settlement without any admission of fault or liability;

WHEREAS, as part of the Settlement, Defendants have agreed to pay a sum of \$175,000.00 (the "Gross Settlement Amount"), which includes payments to all Aggrieved Employees (25% of the Net Settlement Amount [as defined in Section 3.03(e) of the Settlement Agreement and in accordance with Cal. Lab. Code section 2699(i)]), payment to the LWDA (75% of the Net Settlement Amount, in accordance with Cal. Lab. Code section 2699(i)), payment of Plaintiff's counsel's fees and costs, payment to Plaintiff for service as the PAGA representative and in exchange for executing a general release of claims, and payment to the Settlement Administrator for administration costs. Defendants Glanbia Nutritionals, Inc. and Glanbia Nutritionals (NA), Inc. have agreed to pay \$125,000.00 of the Gross Settlement Amount and Defendant Volt Management Corp. has agreed to pay \$50,000.00 of the Gross Settlement

Amount. (Marquez Decl., ¶ 8). Under no condition will Defendants be required to pay more than the Gross Settlement Amount to resolve this action, except as provided in Section 3.03(b)(7) of the settlement agreement;

WHEREAS, the fee award requested here is \$58,333.33, representing one third (33.3333%) of the Gross Settlement Amount. The requested fee award is justified and unopposed by Defendants. Plaintiff contends that the settlement achieves a significant monetary recovery for the Aggrieved Employees and the LWDA in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with market rates. Plaintiff's counsel expended significant time and resources in litigating this case, which resulted in a favorable result for the LWDA, Plaintiff, and the Aggrieved Employees. Plaintiff's counsel elected to bear the contingency risk of this litigation for the benefit of the Aggrieved Employees, as well as for the State of California (who elected not to take the case after receiving the PAGA notice³). (Marquez Decl., ¶ 9);

WHEREAS, Plaintiff's counsel has dedicated substantial resources to this litigation, including approximately \$19,665.16 in costs as of May 15, 2024, without receiving any compensation. All of Plaintiff's counsel's litigation costs are documented and reasonably incurred. Additionally, Plaintiff anticipates incurring \$150.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order regarding the Parties' Joint Stipulation, and requests reimbursement of such as well. (Marquez Decl., ¶ 10, Ex. 4 [Expense Summary]);

WHEREAS, Plaintiff requests an enhancement fee of \$7,500.00 for her service as the PAGA representative and in exchange for executing a general release of all claims. The requested enhancement fee is intended to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State and Aggrieved Employees; (2) the risks faced by Plaintiff as a result of bringing this Action; (3) the fact that Plaintiff put the interests of the State of California and other Aggrieved Employees ahead of her own; and (4) the substantial benefit conferred upon the State and the Aggrieved Employees as a result of Plaintiff's actions.

³ Plaintiff's PAGA notice is attached to the Declaration of Justin F. Marquez as Exhibit 3.

(Marquez Decl., ¶ 11);

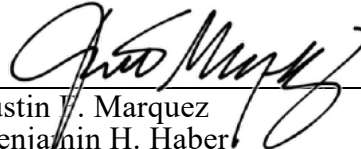
WHEREAS, the Settlement Administrator's, CPT Group, Inc., costs are estimated to be \$10,000.00. (Marquez Decl., ¶ 12, Ex. 5 [Settlement Administrator Bid]);

WHEREAS, the Parties jointly stipulate and request that the Court approve the Settlement Agreement in accordance with the terms outlined above.

Dated: May 23, 2024

Respectfully submitted,

WILSHIRE LAW FIRM

By: 

Justin I. Marquez
Benjamin H. Haber
Arrash T. Fattahi

Attorneys for Plaintiff

Dated: May 23, 2024

FISHER & PHILLIPS LLP

By: /s/ Areen Babajanian

Shaun J. Voigt
Areen Babajanian

Attorneys for Defendant Volt Management Corp.

Dated: May 23, 2024

OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.

By: /s/ Marlene M. Moffitt

Marlene M. Moffitt

Attorneys for Defendants Glanbia
Nutritionals, Inc. & Glanbia Nutritionals
(NA), Inc.

[PROPOSED] ORDER AND JUDGMENT

The Court, having reviewed the Parties' Joint Stipulation Regarding Approval of Settlement Under California Private Attorneys General Act, and good cause appearing, HEREBY ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court approves the terms of the Settlement and finds the Gross Settlement Amount of \$175,000 and other terms of the Settlement are fair, reasonable, and adequate;
2. Defendant Volt shall pay \$50,000.00 and Defendants Glanbia shall pay \$125,000.00 of the Gross Settlement Amount, according to the terms of the Settlement;
3. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$58,333.33 allocated to Attorneys' Fees; (b) \$19,815.16 allocated to litigation costs; (c) \$10,000.00 allocated to the Settlement Administrator Costs; and (d) \$7,500.00 allocated to Plaintiff as a Service Award;
 - a. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of \$58,333.33, to be paid from the Gross Settlement Amount;
 - b. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of \$19,815.16, to be paid from the Gross Settlement Amount;
 - c. The Court approves payment to the Settlement Administrator, CPT Group, Inc., for its reasonable costs and fees to administer the Settlement, in the amount of \$10,000.00, to be paid from the Gross Settlement Amount;
 - d. The Court approves \$7,500.00 to be paid to Plaintiff as a Service Payment for her efforts as a named plaintiff and representative for the Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.
4. Of the Net Settlement Amount, 75% is allocated to the LWDA and 25% is allocated to the Aggrieved Employees;
5. The "Release Period" is defined as the period from May 31, 2021 to the date the

- 1 Court enters an order and judgment approving and incorporating by reference the
2 terms and conditions of the Settlement Agreement;
- 3 6. The “Aggrieved Employees” consist of all individuals who worked for Defendants
4 Glanbia Nutritionals, Inc. and Glanbia Nutritionals (NA), Inc. (together, “Glanbia”)
5 in California as non-exempt employees during the Release Period, and all
6 individuals who worked for Defendant Volt Management Corp. (“Volt”) as non-
7 exempt employees and placed for work at Glanbia in California during the Release
8 Period;
- 9 7. “Effective Date” means the date the Court enters an order and judgment approving
10 and incorporating by reference the terms and conditions of the Settlement
11 Agreement;
- 12 8. The Court directs Defendants to pay their respective contributions of the Gross
13 Settlement Amount to the Settlement Administrator upon the later of 30 business
14 days after the Effective Date or 14 days after the Settlement Administrator
15 establishes a qualified settlement fund pursuant to the Settlement.;
- 16 9. The Court approves CPT Group, Inc. to serve as Settlement Administrator pursuant
17 to the Settlement. The Court directs the Parties and the Settlement Administrator to
18 carry out the terms of the Settlement;
- 19 10. Upon the Effective Date and Defendants’ respective payments towards the Gross
20 Settlement Amount, the LWDA and Plaintiff, on behalf of themselves, their heirs,
21 executors, and assigns, and the Aggrieved Employees shall be deemed to have
22 released the Released Parties of and from the PAGA Released Claims, as set forth
23 in the Settlement. Plaintiff will also be bound by her general release and Civil Code
24 section 1542 waiver, as set forth in the Settlement.
- 25 11. Under California Code of Civil Procedure section 664.6, the Court retains
26 jurisdiction over the Parties to enforce the Settlement until performance in full of
27 the Settlement’s terms;
- 28 12. Plaintiff’s counsel shall submit a copy of this Order to the LWDA within seven (7)

days of the entry of the Order; and

13. The Court sets a compliance hearing for N/A, 2024 at ----- in this department. The report of the Settlement Administrator shall be filed on or before Dec. 13, 2024.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: 05/28/2024

By: Michael T. Smyth
Honorable Michael T. Smyth
Judge of the Superior Court

PROOF OF SERVICE

Beltran v. Glanbia Nutritionals, Inc., et al.
37-2022-00034936-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On **May 23, 2024**, I served the foregoing **JOINT STIPULATION REGARDING APPROVAL OF SETTLEMENT UNDER CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT; [PROPOSED] ORDER AND JUDGMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendants
Glanbia Nutritionals, Inc. & Glanbia
Nutritionals (NA), Inc.

Attorneys for Defendant Volt Management
Corp.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on May 23, 2024, at Los Angeles, California.



Rebecca Padilla