

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

11/29/2023

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

JOSEFINA QUIROZ, an individual, on behalf
herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiffs,

v.

NATURAL PACK, INC.; and DOES 1 TO 50,

Defendants.

CASE NO.: 22CV02389

Assigned to the Hon. Collen K. Sterne

CLASS ACTION

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: November 27, 2023

Time: 10:00 a.m.

Dept.: 5

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Attorneys for Plaintiffs Christian P. Adame Prado and Maria Torres
and the Putative Class.

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement and Release of Claims (the
3 “Settlement Agreement” and/or the “Settlement”) came for hearing on November 27, 2023, in
4 Department 23 of the above-entitled court.

5 The Final Approval Motion was unopposed by Defendant Natural Pack, Inc.
6 (“Defendant”). Having considered the Final Approval Motion, the Settlement Agreement,
7 declarations in support thereof, and all other materials properly before the Court and having
8 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the
9 Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court
11 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
12 oral and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representatives, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members that were alleged in the Complaint and all claims that could
28 have been alleged in the Complaint based on the facts alleged therein, including, but not limited

1 to, claims for failure to pay all minimum wages, failure to pay overtime wages, failure to provide
2 rest periods and pay missed rest period premiums, failure to provide meal periods and pay missed
3 meal period premiums, failure to maintain accurate employment records, failure to pay wages
4 timely during employment, failure to pay all wages earned and unpaid at separation, failure to
5 reimburse business expenses, failure to furnish accurate itemized wage statements, unfair
6 competition law, and PAGA penalties, as well as all attorneys' fees and costs.

7 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
8 to payment pursuant to the Settlement and this Judgment.

9 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
10 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
11 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
12 Settlement Agreement.

13 7. The Settling Parties are to bear their own costs, except as otherwise provided in
14 the Settlement Agreement.

15 8. For purposes of effectuating this Order and Judgment (including the Released
16 Claims of Participating Class Members), this Court has certified the following class: "all current
17 and former non-exempt employees by Defendant, from March 9, 2018, through June 30, 2022."
18 The Court deems this definition sufficient for purposes of California Rules of Court, Rule
19 3.765(a). All Settlement Class Members who opted-out are excluded from any and all terms and
20 obligations, including the release(s) of the Settlement.

21 9. With respect to the Participating Class Members and for purposes of approving
22 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
23 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
24 there are questions of law or fact common to the Settlement Class Members, and there is a well-
25 defined community of interest among the Settlement Class Members with respect to the subject
26 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
27 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected
28 the interests of the Settlement Class Members; (e) a class action is superior to other available

1 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
2 Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in
3 their respective individual and representative capacities and for the Participating Class Members.

4 10. By this Judgment, the Class Representatives shall release, relinquish, and
5 discharge, and each of the Participating Class Members shall be deemed to have, and by operation
6 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the
7 Released Parties from all Released Class Claims, as defined in the Settlement Agreement.

8 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
9 any act performed or document executed pursuant to or in furtherance of the Settlement
10 Agreement or the Settlement: (i) is or may be deemed to be, or may be used by, the Class
11 Representatives or Participating Class Members as an admission of, or evidence of, the validity
12 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
13 Defendant or any of the other Released Parties; or, (ii) is or may be deemed to be, or may be used
14 by, the Class Representatives or Participating Class Members as an admission of, or evidence of,
15 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
16 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
17 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
18 this Action in any other action that may be brought against it or them in order to support a defense
19 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
20 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
21 similar defense or counterclaim.

22 12. By this Judgement, Plaintiffs, the LWDA, and each Aggrieved Employee shall be
23 deemed to have forever completely released and discharged the Released Parties from the
24 Released PAGA Claims for the PAGA Released Period.

25 13. The "Settlement Amount" to be paid under the Settlement Agreement is
26 \$292,546.24. From this amount, Class Counsel collectively sought: an award of Attorneys' Fees
27 of \$97,515.41; Costs in the amount of \$18,799.23; Class Representatives Service Payment for the
28 Class Representatives Josefina Quiroz, Christian P. Adame Prado and Maria Torres of \$10,000

1 each; \$7,500 to the Settlement Administrator, ILYM Group, Inc.; and, \$7,500 to the LWDA for
2 PAGA Penalties. Defendant shall separately pay the employers' share of applicable payroll taxes.
3 Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair,
4 reasonable, and adequate, and awards the payments as set forth above from the Settlement
5 Amount. After deducting the foregoing payments from the Settlement Amount, the remainder
6 shall form the Net Settlement Amount payable to the Participating Class Members as set forth in
7 the Settlement Agreement and as calculated by the Settlement Administrator.

8 14. The Settlement Administrator is directed to calculate each Participating Class
9 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
10 payments in accordance with the Settlement Agreement.

11 15. Concurrently with mailing the settlement checks to the Participating Class
12 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
13 Participating Class Members either on a postcard or as a detachable portion of the check for the
14 Participating Class Members, noting the following: "Please be advised that on [date] the Superior
15 Court of California for the County of Santa Barbara entered Judgment in the case entitled *Quiroz,*
16 *et al. v. Natural Pack, Inc.*, Case No. 22CV02389, on behalf of all Participating Class Members
17 employed by Defendant at any time during the Class Period of March 9, 2018, through June 30,
18 2022."

19 16. Participating Class Members shall have 180 days from the date of issuance by the
20 Settlement Administrator to present the Settlement check for payment to a financial institution.

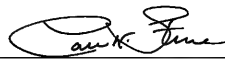
21 17. This document shall constitute a Judgment for the purposes of California Rule of
22 Court 3.769(h).

23 18. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
24 Representatives, the Participating Class Members, and Defendant for the purposes of supervising
25 the implementation, enforcement, construction, administration, and interpretation of the
26 Settlement Agreement and this Judgment.

1 19. A final accounting hearing regarding the distribution of the funds shall be held
2 on August 12, 2024, at ^{8:30}~~10:00~~ a.m. in Department 5 of the above-entitled Court.

3
4 **IT IS SO ORDERED.**

5
6 Dated: 11/29/2023, 2023


HON. COLLEN K. STERNE
JUDGE OF THE SUPERIOR COURT

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
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
5 Stars, Suite 450, Los Angeles, California 90067.

6 On November 1, 2023, I served the following document(s) described as **AMENDED**
7 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
8 **SETTLEMENT; AND ENTRY OF FINAL JUDGMENT THEREON** on the interested
9 parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
10 follows:

11 Sue M. Bendavid, Esq.
12 sbendavid@lewitthackman.com
13 Nicholas Kanter, Esq.
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**Counsel for Plaintiffs Christian P. Adame
Prado and Maria Torres**

22 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
23 electronic service provider First Legal to the person(s) identified above at the email address(es)
24 indicated and did not, within a reasonable time after transmission, receive any message or
25 communication indicating that delivery failed or that any other error had occurred which would
26 delay or caused failure in transmission and delivery of the document and/or any attachments
27 thereto.

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

Executed on November 1, 2023, at Los Angeles, California.



Carlos Garcia