

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

FEB 22 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

LORENZO ENRIQUEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

MCP FOODS, INC.; FIRMENICH
INCORPORATED; and DOES 1 through
20, inclusive,

Defendants.

Case No. 30-2022-01263565-CU-OE-CXC

Assigned for all purposes to:

Hon. William D. Claster

Dept. CX101

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
JUDGMENT**

Date: February 16, 2024

Time: 9:00 a.m.

Dept: CX101

REVISED [~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 This matter came on for hearing on February 16, 2024, at 9:00 a.m., in Department CX101
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed August 7, 2023 and the Joint Stipulation of Settlement ("Settlement Agreement"),
5 a copy of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of
6 Class Action Settlement.

7 Having received and considered the Settlement Agreement ROA 84, the supporting papers
8 filed by the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard July 28, 2023 and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
14 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
15 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
18 were provided by each of these procedures. No member of the Class filed written objection to the
19 proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. Kimberly Ann Coleman was the only individual who opted out of the settlement
22 and to whom the release does not apply.

23 3. The Court finds and determines that this notice procedure afforded adequate
24 protections to Settlement Class Members and provides the basis for the Court to make an informed
25 decision regarding approval of the Settlement based on the responses of the Settlement Class.
26 The Court finds and determines that the notice provided in this case was the best notice
27 practicable, which satisfied the requirements of law and due process.
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1 4. With respect to the Settlement Class and for purposes of approving this Settlement
2 only, this Court finds and concludes that: (a) the members of the Settlement Class are
3 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
4 of law or fact common to the Settlement Class, and there is a well-defined community of interest
5 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
6 claims of Class Representative Lorenzo Enriquez are typical of the claims of the members of the
7 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
8 the members of the Settlement Class; (e) a class action is superior to other available methods for
9 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
10 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
11 individual and representative capacities for the Class.

12 5. The Court has certified a Settlement Class, as that term is defined in and by the
13 terms of the Settlement Agreement as all current and former non-exempt employees who are or
14 were employed by MCP Foods, Inc. and Firmenich Incorporated (collectively, "Defendants") in
15 California at any time during the Class Period of December 12, 2017 through August 7, 2023,
16 and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

17 6. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

18 7. The Court hereby confirms Plaintiff Lorenzo Enriquez as the Class Representative
19 in this Action.

20 8. The Court finds and determines that the terms set forth in the Settlement
21 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
22 according to its terms, having found that the Settlement was reached as a result of informed and
23 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
24 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
25 were able to reasonably evaluate their respective positions. The Court also finds that the
26 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
27 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
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1 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
2 value accorded to the Class.

3 9. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 10. The Court hereby approves the Gross Settlement Amount of \$750,000.00.

8 11. The Court finds and determines that the Individual Settlement Payments to be paid
9 to participating Settlement Class Members as provided for by the Settlement are fair and
10 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
11 made to the participating Settlement Class Members in accordance with the Settlement
12 Agreement.

13 12. The Court finds and determines that payment to the California Labor and
14 Workforce Development Agency of \$37,500.00 as its share of the settlement of civil penalties in
15 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
16 that the payment of that amount be paid in accordance with the Settlement Agreement.

17 13. The Court finds and determines that the fees and expenses in administering the
18 Settlement incurred by ILYM Group, Inc. Settlement Administrators in the amount of \$6,250.00,
19 are fair and reasonable. The Court hereby gives final approval to and orders that the payment of
20 that amount in accordance with the Settlement.

21 14. The Court finds and determines the Class Representative Enhancement Award of
22 up to \$5,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
23 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
24 Settlement Agreement.

25 15. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
26 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
27 \$250,000.00 and litigation costs of \$15,507.40. The Court finds such amounts to be fair and
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1 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
2 accordance with the terms of the Settlement Agreement.

3 16. Without affecting the finality of this order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

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

9 18. Neither the making of the Settlement Agreement nor the entry into the Settlement
10 Agreement constitutes an admission by Defendants, nor is this order a finding of the validity of
11 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
12 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
13 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
14 be construed as an admission or concession by or against Defendants or any related person or
15 entity.

16 19. Nothing in this order shall preclude any action to enforce the Parties' obligations
17 under the Settlement or under this order, including the requirement that Defendants make payment
18 to the participating Settlement Class Members in accordance with the Settlement.

19 20. Plaintiff shall submit to the Court a report on or before October 31, 2024 setting
20 forth the actual amounts paid to class members and other amounts disbursed pursuant to the
21 settlement. Upon receiving the report, the Court will determine whether further reports and/or a
22 hearing will be necessary.

23 21. The Court hereby enters final judgment in accordance with the terms of the
24 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
25 on August 7, 2023 and this Order.

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1 22. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
3 costs.

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5 DATED: 2-22, 2024


Honorable William D. Claster
JUDGE OF THE SUPERIOR COURT