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13 As an individual on behalf of himself and
14 on behalf of all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF GLENN**

17 JOSE R. LOYA MEDINA, as an individual
18 on behalf of himself and on behalf of all
19 others similarly situated,

20 Plaintiff,

21 v.

22 RUMIANO CHEESE CO., a California
23 Corporation; and DOES 1-100, inclusive,

24 Defendants.

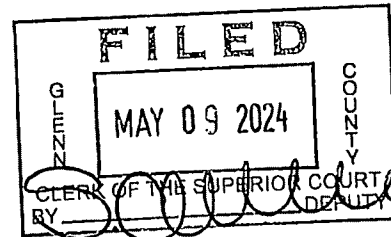
Case No.: 22CV02958

COMPLEX CASE

*[Assigned for all purposes to the Hon. Alicia
Ekland, Dept. 2]*

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEYS FEES AND
COSTS AND JUDGMENT THEREON**

**Date: May 8, 2024
Time: 2:30 pm
Dept. 2**



1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation of Class and Representative Action Settlement and Release,
7 attached as Exhibit 1 to the Declaration of Michael Jones (filed on or about November 28, 2023),
8 (the "Settlement Agreement"), is the product of arms-length negotiations between the parties and
9 the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of
10 the Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
11 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
12 forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 December 20, 2023 Order Granting Preliminary Approval, hereby is certified under California
15 Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class
16 includes all current and former non-exempt employees that worked (1) either directly for
17 defendant Rumiano Cheese Co. ("Rumiano") and not ever through a staffing agency assigned to
18 work at Rumiano any time during the Class Period of March 5, 2018 through October 12, 2023,
19 or (2) initially began performing work at any of Rumiano's locations via a staffing agency and
20 then became a direct employee of Rumiano at any location in California any time during the Class
21 Period.

22 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, to have released and forever discharged the Released
25 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from all
26 claims that were alleged, or could have been alleged, in the Operative Complaint reasonably
27 arising out of the same set of operative facts alleged in the Operative Complaint, which arose
28 during the Class Period, including, recovery of unpaid minimum wages and liquidated damages;

1 recovery of unpaid overtime wages; failure to provide meal periods or compensation in lieu
2 thereof; failure to provide rest periods or compensation in lieu thereof; failure to furnish accurate
3 itemized wage statements; failure to reimburse business expenses; and unfair competition.
4 Participating Class Members' only release these claims for the duration of the Class Period.
5 Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do
6 not release any other claims, including claims for vested benefits, wrongful termination, violation
7 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
8 workers' compensation, or claims based on facts occurring outside the Class Period.

9 5. The Court further adjudges Plaintiffs and the Aggrieved Employees, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, to have released and forever discharged the Released
12 Parties, to the fullest extent permitted by law, from all claims that were alleged, or could have
13 been alleged in the Operative Complaint reasonably arising out of the same set of operative facts
14 alleged in the Operative Complaint, which arose during the PAGA Period, including, claims for
15 unpaid minimum and overtime wages, meal and rest break violations, inaccurate record keeping,
16 failure to produce personnel or payroll records, inaccurate wage statements, failure to provide
17 suitable seating, unreimbursed business expenses, sick leave and supplemental sick leave
18 violations, failure to timely pay all wages upon separation of employment, failure to pay vested
19 vacation wages, and unlawful criminal history inquires in violation of including but not limited to
20 Labor Code sections 201-203, 210, 216, 221-223, 225.5, 226, 226.7, 227.3, 245-248.6, 256, 432,
21 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199,
22 2699.3, 2802, 2810.5, and all applicable Wage Orders. Aggrieved Employees only release these
23 claims for the duration of the PAGA Period.

24 6. Two individuals, Candelaria Guzman Torres and Pedro Tovar Torres, submitted
25 timely and valid requests to be excluded from the settlement. These individuals are therefore
26 excluded from the Settlement Class and are not bound by the Settlement Agreement or this Order
27 and Judgment, except as to the release of claims under the Private Attorneys General Act.

1 7. The Settlement Administrator is ordered to distribute to the participating Class
2 Members their respective individual settlement payments from the Net Settlement Amount as
3 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
4 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
5 No funds shall revert to any Defendant.

6 8. The Court further orders that the Class Members be provided with notice of this
7 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
8 copy of this Order and Judgment on its website for sixty (60) days.

9 9. The Court approves an award of attorney's fees to Class Counsel's in the amount of
10 \$213,333.33, and an award of costs and expenses in the amount of \$17,860.15. Such amounts
11 shall be paid as provided in the Settlement Agreement.

12 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
13 Settlement Administrators, shall be paid from the Gross Settlement Amount and, as set forth in the
14 Declaration of Jarrod Salinas, the Settlement Administrator is owed \$11,000.00 for services
15 rendered and to be rendered in administering the settlement. The Court therefore orders that
16 Phoenix be paid the amount of \$11,000.00 consistent with the terms of the Settlement Agreement.

17 11. A compliance hearing is set for May 7, 2024, at 2:30 p.m., in Department 2 of the
18 Glenn County Superior Court. Class Counsel is ordered to file a declaration regarding the status
19 of distribution of the settlement funds no later than fifteen (15) calendar days before the
20 compliance hearing.

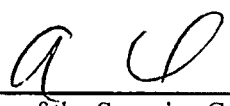
21 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
22 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
23 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
24 contemplated becomes effective and each and every act agreed to be performed by the parties has
25 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
26 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
27 construction, and interpretation of the Settlement Agreement.

1 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
2 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
3 This Order is not a finding of the validity or invalidity of any claims in this action or a
4 determination of any wrongdoing by any party. The final approval of the parties' settlement will
5 not constitute any opinion, position or determination of this Court as to the merits of the claims or
6 defenses of any party.

7 14. Judgment is hereby entered as follows: Plaintiff Jose R. Loya Medina and the
8 Participating Class Members, consisting of all current and former non-exempt employees that
9 worked (1) either directly for Rumiano and not ever through a staffing agency assigned to work at
10 Rumiano any time during the Class Period of March 5, 2018 through October 12, or (2) initially
11 began performing work at any of Rumiano's locations via a staffing agency and then became a
12 direct employee of Rumiano at any location in California any time during the Class Period, 2023,
13 shall take nothing from Rumiano, except as set forth in the Settlement Agreement.

14 15. The Court shall retain jurisdiction over the parties to interpret, implement and
15 enforce this Judgment.

16
17
18 Dated: 5/9/24



Judge of the Superior Court