

EDWIN AIWAZIAN (SBN 232943)  
JOANNA GHOSH (SBN 272479)  
**LAWYERS for JUSTICE, PC**  
450 N. Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

AARON C. GUNDZIK (State Bar No. 132137)  
REBECCA G. GUNDZIK (State Bar No. 138446)  
**GUNDZIK GUNDZIK HEEGER LLP**  
3415 S. Sepulveda Blvd., Suite 420  
Los Angeles, CA 90034  
Tel: (818) 290-7461

Attorneys for Plaintiff Romello Sheppard

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF ALAMEDA**

ROMELLO SHEPPARD, 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;

Plaintiff,

vs.

GHIRARDELLI CHOCOLATE COMPANY,  
a California corporation; and DOES 1 through  
100,

Defendants.

Case No.: 22CV020713  
*Hon. Somnath Raj Chatterjee, Dept.*  
*21*

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

**Date: March 25, 2025**  
**Dept.: 21**  
**Time: 1:30 p.m.**

**Complaint Filed: October 27, 2022**

1 This matter has come before the Honorable Somnath Raj Chatterjee in Department 21 of  
2 the above-entitled Court, located at 1221 Oak St., Oakland, California 94612, on Plaintiff Romello  
3 Sheppard's ("Plaintiff" or "Class Representative") Notice of Motion and Motion for Final  
4 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement  
5 Payment; Memorandum of Points and Authorities ("Motion for Final Approval"). Gundzik  
6 Gundzik Heeger LLP appeared on behalf of Plaintiff and Ogletree, Deakins, Nash, Smoak &  
7 Stewart, P.C. appeared on behalf of Defendant Ghirardelli Chocolate Company ("Defendant")  
8 (together with Plaintiff, the "Parties).

9 On November 8, 2024, the Court entered the Order Granting Preliminary Approval of Class  
10 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving  
11 the settlement of the above-entitled action ("Action") in accordance with the First Amended Class  
12 and Representative Action Settlement Agreement and Release ("Settlement," "Agreement," or  
13 "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms  
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. This Order incorporates by reference the definitions in the Settlement Agreement,  
19 and all capitalized terms used, but not defined herein, shall have the same meanings as in the  
20 Settlement Agreement.

21 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
22 proceeding and over all parties to the Actions.

23 3. The Court finds that the applicable requirements of California Code of Civil  
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
25 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
26 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
27 hereby defined to include:

28 All current and former hourly-paid or non-exempt employees who worked  
for Defendant within the State of California at any time during the Class

Period (October 27, 2018, through April 19, 2024).

4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was provided to the Class Members and PAGA Members, fully and accurately informed the Class Members of all material elements of the Agreement and of their opportunity to participate in the Class Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Agreement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. One Class Member submitted a timely and valid Request for Exclusion from the proposed settlement. Accordingly, that person, Antonio J. Campo, is not a member of the Settlement Class and the release of class claims included in the Settlement Agreement shall not be imposed upon him.

6. Pursuant to California law, the Court hereby grants final approval of the Settlement Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement Agreement was reached following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC and Gundzik Gundzik Heeger LLP (“Class Counsel”); that the Settlement Agreement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Agreement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement Agreement; the extent of investigation and formal and informal discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Class and PAGA Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

1           7.       A full opportunity has been afforded to the Class Members to participate in the  
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
4 the Class Settlement. Accordingly, the Court determines that all Class Members who have not  
5 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class  
6 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval  
7 Order and Judgment”), and the State of California and all current and former hourly-paid or non-  
8 exempt employees of Defendant in California employed in the State of California at any time  
9 during the PAGA Period (“PAGA Members”) are bound by the PAGA Settlement and this Final  
10 Approval Order and Judgment.

11           8.       The Court finds that allocation of \$350,000.00 toward penalties under the  
12 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and  
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
14 Penalties as follows: the amount of \$262,500.00 to the California Labor and Workforce  
15 Development Agency (“LWDA Payment”), and the amount of \$87,500.00 to be distributed to  
16 PAGA Members on a *pro rata* basis (i.e., Individual PAGA Payment), in accordance with the  
17 terms and methodology set forth in the Agreement.

18           9.       The Court finds that payment of Settlement Administration Costs in the amount not  
19 to exceed \$18,750.00 is appropriate for the services performed and costs incurred and to be  
20 incurred for the notice and settlement administration process. It is hereby ordered that the  
21 Settlement Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the  
22 amount of \$18,750.00, in accordance with the terms and methodology set forth in the Agreement.

23           10.      The Court finds that the Enhancement Payment sought is fair and reasonable for  
24 the work performed by Plaintiff on behalf of the Class, the State of California, and PAGA  
25 Members. It is hereby ordered that the Settlement Administrator issue payment in an amount up  
26 to \$10,000.00 to Plaintiff Romello Sheppard for his Enhancement Payment, according to the terms  
27 and methodology set forth in the Agreement.

28           11.      The Court finds that the requested Attorneys’ Fees and Costs in the amount of up

to 35% of the Total Settlement Amount (i.e., up to \$1,102,500.00, if the Total Settlement Amount remains \$3,150,000.00) to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of up to \$1,102,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Agreement (10% of which will be withheld by the Settlement Administrator until the completion of the distribution process and Court approval of a final accounting).

12. The Court finds that the requested Litigation Costs of \$12,908.83 are reasonable, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$12,908.83 to Class Counsel for reimbursement of litigation and settlement of the Action, in accordance with the terms and methodology set forth in the Agreement.

13. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

|                                                              |                       |
|--------------------------------------------------------------|-----------------------|
| <b>Total Settlement Amount</b>                               | <b>\$3,150,000.00</b> |
| Attorneys' Fees                                              | \$1,102,500           |
| Litigation Costs                                             | \$12,908.83           |
| Enhancement Payment                                          | \$10,000.00           |
| Settlement Administration Costs                              | \$18,750.00           |
| PAGA Penalties                                               | \$350,000.00          |
| Net Settlement Amount to be paid to Settlement Class Members | \$1,655,814.17        |

In addition to the Net Settlement Amount, \$87,500.00 will be distributed to PAGA Members on a *pro rata* basis.

14. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Class Released Claims against the Released Parties, and the State of California and all PAGA Members shall be conclusively

determined to have given a release of any and all PAGA Released Claims against the Released Parties, as set forth in the Agreement and Class Notice.

15. Within seven (7) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement.

16. Within twenty (20) calendar days after the Effective Date, Defendant will make a deposit of the Total Settlement Amount of \$3,150,000.00 plus the amount required for the employer's share of payroll taxes with the Settlement Administrator.

17. Within ten (10) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

18. Each Individual Settlement Payment and Individual PAGA Payment check shall be valid and negotiable for 180 calendar days after mailing by the Settlement Administrator, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest accrued thereon) associated with such canceled checks shall be, in accordance with California Code of Civil Procedure section 384, paid to Children's Advocacy Institute. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement. PAGA Members whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA Settlement.

19. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

1           20.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
2 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order  
3 and Judgment on the Settlement Administrator's website for a period of at least 60 calendar days  
4 after the date of entry of this Final Approval Order and Judgment. Individualized notice is not  
5 required.

6 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Somnath Raj Chatterjee  
Judge of the Superior Court