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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 15 2018

Attorneys for Plaintiff Jeramie Abbott
on behalf of himself and all others similarly situated

BY Kimberly Reynolds
KIMBERLY REYNOLDS, DEPUTY

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

JERAMIE ABBOTT, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

VENTURA FOODS, LLC., a Delaware
limited liability company; and DOES 1 to
100, inclusive,

Defendants.

) Case No.: CIVDS1602283
) Honorable Gilbert G. Ochoa
) Department S33

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

) Date: February 15, 2018
) Time: 8:30 a.m.
) Dept.: S33

) Action filed: 2/17/16
) Trial Date: None Set

The Parties reached a settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement and Release (the "Stipulation"/ "Settlement Agreement") that was filed previously with this Court. On February 15, 2018, this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court and this Court's previous Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order") entered herein on October 16, 2017. Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and

1 otherwise being fully informed in the matter, and good cause appearing therefore:

2 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

3 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
4 and incorporated herein by reference, this Court finds that the applicable requirements of the
5 California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have
6 been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes
7 final its earlier provisional certification of the Class, as set forth in the Preliminary Approval
8 Order.

9 2. This Order and Judgment Granting Final Approval of Class Action Settlement
10 hereby adopts and incorporates by reference the terms and conditions of the parties' Settlement
11 Agreement, together with the definitions of terms used and contained therein.

12 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
13 and over all parties to the Class Action, including all members of the Settlement Class.

14 4. The Class Notice given to the Class Members fully and accurately informed the
15 Class Members of all material elements of the proposed Settlement and of their opportunity to
16 object to or comment thereon; was the best notice practicable under the circumstances; was
17 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
18 State of California, the United States Constitution, due process, and other applicable law. The
19 Class Notice fairly and adequately described the Settlement and provided Class Members
20 adequate instructions and a variety of means to obtain additional information. A full opportunity
21 has been afforded to the Class Members to participate in the Final Approval hearing, and all
22 Class Members and other persons wishing to be heard have been heard. Accordingly, the Court
23 determines that all Class Members who did not timely and properly execute a request for
24 exclusion are bound by this Order and Judgment.

25 5. The Court has considered all relevant factors for determining the fairness of the
26 settlement and has concluded that all such factors weigh in favor of granting final approval. In
27 particular, the Court finds that the Settlement was reached following meaningful discovery and
28 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,

1 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
2 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
3 considered all of the evidence presented, including evidence regarding Plaintiff's case and
4 Defendant's defenses to those claims; the risk, expense, and complexity of the claims presented;
5 the likely duration of further litigation; the amount offered in Settlement; the extent of
6 investigation and discovery completed; and the experience and views of Class Counsel.
7 Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement
8 and expressly finds that said settlement is, in all respects, fair, reasonable, adequate, and in the
9 best interests of the entire Settlement Class and hereby directs implementation of all remaining
10 terms, conditions, and provisions of the Settlement Agreement.

11 6. The Court hereby approves attorney's fees to Class Counsel in the amount of
12 \$500,000 and costs of \$3,981.79, as compensation for all attorney time spent on this matter from
13 inception through and including the final Settlement Fairness Hearing and all other work related
14 to this case and all costs, as these requests are fair and reasonable. Costs to the claims
15 administrator in the amount of \$17,500 is hereby approved as fair and reasonable.

16 7. The Court hereby approves a Service Award to the Named Plaintiff in the amount
17 of \$10,000. Named Plaintiff's Service Award is approved as a service award to the class
18 representative and in consideration and exchange for Named Plaintiff's General Release of all
19 claims. Based on his contribution to the class, risks incurred, stigma, change of policies,
20 execution of a general release and all other factors presented to the Court, the Court finds this
21 request fair and reasonable.

22 8. The Court hereby approves a PAGA penalty of \$45,000 with \$33,750 payable to
23 the Labor Workforce Development Agency (LWDA) consistent with the express requirements of
24 the Labor Code section 2699(i) and (j), as this requests is fair and reasonable.

25 9. Entry of this Final Judgment shall constitute a full and complete bar against the
26 Settlement Class as to all the claims released by the Settlement Agreement, and shall constitute
27 res judicata and collateral estoppel with respect to any and all such prior, current, or future
28 released claims, except to those who opted out of the settlement (which is inapplicable herein

1 given that no class members opted out of the settlement).

2 10. The Court further confirms and finds that nothing contained in the Settlement
3 Agreement, the Preliminary Approval Order, this Final Order and Judgment, or any other Order
4 entered in this action shall in any way or manner constitute an admission or determination of
5 liability by or against Defendant, or any other Released Parties with respect to any of the claims
6 and causes of action asserted by the Settlement Class or any member thereof, and shall not be
7 offered in evidence in any action or proceeding against Defendants, or any other Released Parties
8 in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to
9 the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This
10 paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or
11 duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

12 11. By operation of the entry of this Final Order and Judgment, as of the Effective
13 Date expressly defined in the Settlement Agreement, the parties and Settlement Class Members
14 are ordered to perform their respective duties and obligations under the Settlement Agreement.

15 12. If the settlement does not become final and effective in accord with the terms of
16 the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void
17 and shall be vacated and, in such event, all orders entered, including but not limited to all
18 releases delivered in connection herewith, shall be null and void.

19 **JUDGMENT**

20 In accordance with, and for the reasons stated in, the Final Approval Order,
21 judgment shall be entered whereby Representative Plaintiff and all Settlement Class Members
22 shall take nothing from Defendants, except as expressly set forth in the Settlement Agreement,
23 which was previously filed, as part of Plaintiff's Motion for Preliminary Approval of the Class
24 Action Settlement. Pursuant to California Code of Civil Procedure Section 664.6 and Rule
25 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing
26 jurisdiction over this action, the Representative Plaintiff, Class Members, and Defendants, for the
27 purposes of:

28 (a) supervising the implementation, enforcement, construction, and interpretation of

1 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final
2 Approval Order, and the Judgment; and

3 (b) supervising distribution of amounts paid under this Settlement.
4

5 **IT IS SO ORDERED**

6
7 Dated: 2-15-18

GILBERT G. OCHOA

San Bernardino County Superior Court Judge
Hon. Gilbert G. Ochoa

PROOF OF SERVICE

Jeramie Abbott v. Ventura Foods, LLC

San Bernardino SC CASE NO. CIVDS1602283

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 9440 South Santa Monica Boulevard, Suite 510, Beverly Hills, California 90210.

On January 17, 2018, I served true copies of **[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

☒ **BY MAIL:** by depositing the same for collection and mailing at Los Angeles, California, on the date hereinabove set forth, in sealed envelopes with the postage thereon fully prepaid. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee(s).

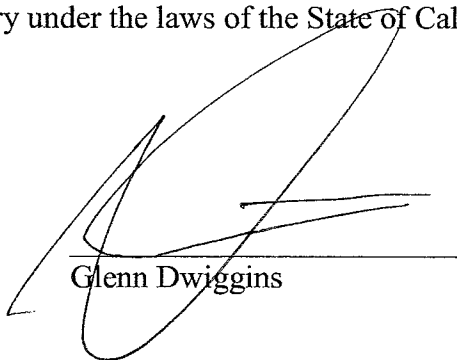
☐ **VIA FACSIMILE:** I caused the foregoing documents(s) to be transmitted to the below-named individual(s) via facsimile prior to 5:00 p.m. on said date and the transmission was reported as complete and without error

☐ **VIA OVERNIGHT COURIER:** I caused the above-referenced documents(s) to be delivered to FEDERAL EXPRESS for delivery to the below-named individual(s).

SEE ATTACHED SERVICE LIST-

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under the practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or if the postage meter date is more than one day after the date of deposit for mailing in affidavit.

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


Glenn Dwiggins

SERVICE LIST

Robert S. Blumberg, Esq.
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Ian Maher, Esq.
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