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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

DAVID LARAMIE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

MERCER FOODS, LLC, a California limited
liability company; THRIVE LIFE, LLC, a
Utah limited liability company, and DOES 1
through 50, inclusive,

Defendants.

Case No.: CV-22-004851

*Assigned for all purposes to Hon. John D.
Freeland, Dept. 23*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND ENTERING JUDGMENT**

*[Filed concurrently with Motion for Order
Approving Settlement Pursuant to California
Labor Code Private Attorneys General Act and
Entering Judgment; Declaration of Cody
Payne; and Declaration of David Laramie]*

Hearing Date: November 7, 2024

Hearing Time: 8:30 a.m.

Department: 23

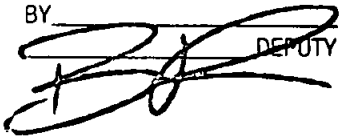
**~~PROPOSED~~ ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND ENTERING JUDGMENT**

FILED

NOV 07 2024

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

 DEPUTY

~~PROPOSED~~ ORDER

Having reviewed and considered Plaintiff's Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED AS FOLLOWS:

1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release of claims provided for in the Parties' PAGA Settlement Agreement ("Settlement Agreement," or "Settlement"), attached as Exhibit 2 to the Declaration of Cody Payne.

2. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiff David Laramie ("Plaintiff"), the State of California, and all Aggrieved Employees.

4. The Court designates Phoenix Settlement Administrators as the third-party Administrator ("the Administrator") for distribution of the Gross Settlement Amount and other duties set forth in the Settlement.

5. Within seven (7) calendar days of the Effective Date, Defendants Mercer Foods, LLC and Thrive Life, LLC ("Defendants") will provide the Administrator with information for Aggrieved Employees, including each Aggrieved Employee's name, last-known mailing address, Social Security number, and number of pay periods worked during the PAGA Period.

6. Within fourteen (14) calendar days of the Effective Date, Defendants will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

7. Within fourteen (14) calendar days of the full funding of the Settlement, the Administrator shall distribute the Gross Settlement Amount as provided in the Settlement and set forth below:

- a. One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) to PAGA Counsel for attorneys' fees, which is one-third (33 1/3%) of the Gross Settlement Amount, and attorneys' costs in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00), from the Gross Settlement Amount as final payment for and complete

1 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to PAGA
2 Counsel related to the Action;

3 b. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff
4 ("Plaintiff Enhancement Payment") from the Gross Settlement Amount, to compensate
5 Plaintiff for his services in prosecuting the Action and performing work in support of
6 the Action;

7 c. Seven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00) to the
8 Administrator, Phoenix Settlement Administrators, from the Gross Settlement Amount
9 for administration expenses incurred by the Administrator ("Administration Expenses
10 Payment"); and

11 d. The PAGA Penalties remaining after the deduction of the Plaintiff Enhancement
12 Payments, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
13 Payment to PAGA Counsel, and Administration Expenses Payment, i.e., \$184,550.00,
14 shall be distributed to the California Labor and Workforce Development Agency
15 ("LWDA") and Aggrieved Employees. 75% of the PAGA Penalties (\$138,412.50)
16 shall be distributed to the LWDA. 25% of the PAGA Penalties (\$46,137.50) shall be
17 distributed to the Aggrieved Employees on a *pro rata* basis based on the number of pay
18 periods worked by each Aggrieved Employee during the PAGA Period. The
19 Administrator shall mail each Aggrieved Employee their Individual PAGA Payment
20 check.

21 8. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
22 from the date of their issuance. If any checks are not cashed within 180 days of mailing, those
23 funds shall be transmitted to the California Controller's Unclaimed Property Fund pursuant to the
24 Unclaimed Property Law, California Code of Civil Procedure §1500, *et seq.*, for the benefit of
25 those Aggrieved Employees who did not cash their checks until such time that they claim their
26 property.

27 9. Upon the date the Court enters Judgment and Defendants fully fund the Gross
28 Settlement Amount, Plaintiff shall release and discharge Defendants and each of their former and
present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,

1 successors, assigns, subsidiaries, and affiliates ("Released Parties") from all claims, transactions,
2 or occurrences that occurred during his employment, including, but not limited to, all claims that
3 were, or reasonably could have been, alleged, based on the facts contained in the Operative
4 Complaint, the PAGA Notice.

5 10. Upon the date the Court enters Judgment and Defendants fully fund the Gross
6 Settlement Amount, the Aggrieved Employees shall release the Released Parties from any and all
7 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
8 PAGA Period facts asserted in the Operative Complaint or the PAGA Notice, including but not
9 limited to alleged claims under Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 227.3,
10 245.5, 246, 510, 512, 55, 1174, 1194, 1197, 1197.1, 1198 *et seq.*, 2800, 2802, and the applicable
11 Wage Orders, and any claims for penalties alleged in the PAGA Notice in *Tyrone Georgia Sr. v.*
12 *Mercer Foods, LLC, et al.*, Case No. CV-24-002720, or in *Teri Van Der Woude v. Mercer Foods,*
13 *LLC, et al.*, Case No. CV23-06941.

14 11. The Court finds that Plaintiff gave notice to the LWDA and to Defendants of his
15 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal
16 theories alleged in the Complaint, that the LWDA did not give notice that it intended to investigate
17 these claims within 65 days of receiving Plaintiff's notice, and that Plaintiff is therefore authorized
18 to pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice
19 of this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor
20 Code section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed
21 settlement. Accordingly, this Judgment also bars the LWDA, or any other agency of the State of
22 California, or any person acting on its behalf, from collecting any penalties due to any of them, or
23 any unpaid wages due to Aggrieved Employees, to the extent those penalties or unpaid wages arise
24 out of the Released PAGA Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46
25 Cal.4th 969, 985-986 (2009).

26 12. PAGA Counsel is directed to submit a copy of this Order and Judgment to the
27 California Labor and Workforce Development Agency within ten (10) calendar days of entry of
28 the Judgment.

1 13. Without affecting the finality of this Order and Judgment, the Court shall retain
2 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
3 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
4 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
5 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
6 Agreement shall be presented to the Court for resolution.

7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

8
9 DATED: 11/7/24

J. Freeland
JUDGE OF THE SUPERIOR COURT

J. FREELAND