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STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

JESSICA LEE, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CALCHEF FOODS, LLC., a California limited
liability company; NOBLE RIDER, LLC, a
California limited liability company; SHERPA
HOLDINGS, LLC, a California limited liability
company; NOBLE EQUESTRIAN
PRODUCE, LLC, a California limited liability
company; FIRST TACTICAL, LLC, a
California limited liability company; INNOV8
HOLDINGS, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No: STK-CV-UOE-2023-0005894

~~PROPOSED~~ ¹⁰² FINAL APPROVAL
ORDER AND JUDGMENT

Date: January 14, 2025
Time: 9:00 a.m.

Hon.: Judge Blanca A. Bañuelos
Dept: 10B

Action Filed: June 6, 2023
Trial Date: None Set

Plaintiff's motion for an order finally approving the Class, Collective, and PAGA
Representative Action Settlement Agreement and Class Notice ("Agreement") and Motion for Class
Counsel Attorneys' Fees and Litigation Costs Payment and Class Representative Service Payment
duly came on for hearing on January 14, 2025, before the above-entitled Court.

**I.
FINDINGS**

Based on the oral and written argument and evidence presented in connection with the
motion, the Court makes the following findings:

1
~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT

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- 1 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 2 2. This Court has jurisdiction over the subject matter of this litigation pending before
- 3 the Superior Court for the State of California, in and for the County of San Joaquin, and over all
- 4 Parties to this litigation, including the Class.
- 5 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
- 6 law, the Court finds that the Gross Settlement Amount of Seven Hundred Thirty-Five Thousand
- 7 Dollars (\$735,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 8 4. The Court further finds that the Settlement was the result of arm's length
- 9 negotiations conducted after Class Counsel had adequately investigated the claims and became
- 10 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
- 11 Settlement, and the assistance of an experienced mediator in the settlement process, among other
- 12 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

13 **Preliminary Approval of the Settlement**

- 14 5. On August 23, 2024, the Court granted preliminary approval of a class-wide
- 15 Settlement. At this same time the court approved certification of a provisional settlement class for
- 16 settlement purposes only. The Court confirms this Order and finally approves the settlement and
- 17 the certification of the Class.

18 **Notice to the Class**

- 19 6. In compliance with the Preliminary Approval Order, the Court-approved Class
- 20 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
- 21 about September 30, 2024. Mailing of the Class Notice to their last-known addresses was the best
- 22 notice practicable under the circumstances and was reasonably calculated to communicate actual
- 23 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
- 24 Members fully and accurately informed the Class Members of all material elements of the proposed
- 25 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
- 26 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
- 27 laws of the State of California, the United States Constitution, due process and other applicable law.
- 28 The Class Notice fairly and adequately described the Settlement and provided Class Members

1 adequate instructions and a variety of means to obtain additional information. The Court finds that
2 the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 7. The Response Deadline for opting out or submitting written objections to the
4 Settlement was November 14, 2024, which for re-mailings was extended by fourteen (14) days.
5 There was an adequate interval between notice and the deadline to permit Class Members to choose
6 what to do and to act on their decision. A full and fair opportunity has been afforded to the Class
7 Members to participate in this hearing, and all Class Members and other persons wishing to be heard
8 have had a full and fair opportunity to be heard. Class Members also have had a full and fair
9 opportunity to exclude themselves from the proposed Settlement and Class. No Class Members
10 objected. No Class Members requested an exclusion. Accordingly, the Court determines that all
11 Class Members who did not timely and properly submit a request for exclusion are bound by the
12 Settlement and this Final Approval Order and Judgment.

13 **Fairness of the Settlement**

14 8. The Agreement provides for a Total Settlement Amount of \$735,000.00. The
15 Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794,
16 1801 (1996).

17 a. The settlement was reached through arm's-length bargaining between the
18 Parties during an all-day mediation before Tripper Ortman, Esq., an experienced mediator of wage
19 and hour class actions. There has been no collusion between the Parties in reaching the proposed
20 Settlement.

21 b. Plaintiff and Class Counsel's investigation and discovery have been
22 sufficient to allow the Court and counsel to act intelligently.

23 c. Counsel for all Parties are experienced in similar employment class action
24 litigation and have previously settled similar class claims on behalf of employees claiming
25 compensation. All counsel recommended approval of the Settlement.

26 d. There are no objectors and requests for exclusion. No objections were
27 received. No requests for exclusion were received.

28 e. The participation rate was high. 444 Participating Class Members will be



1 mailed a settlement payment, representing 100% of the overall Class.

2 9. The consideration to be given to the Class Members under the terms of the
3 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
4 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
5 Members' claims and PAGA Released Claims, given the uncertainties and significant risks of the
6 litigation and the delays which would ensue from continued prosecution of the Action.

7 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
8 interests of the Class Members.

9 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

10 11. The Agreement provides for a payment for Class Counsel Award in the Amount of
11 \$275,000.00 for attorneys' fees, representing one-third of the Gross Settlement Amount, or
12 \$245,000.00, and Class Counsel Litigation Expenses of not more than \$30,000.00.

13 12. A Class Counsel Award of Two Hundred Seventy-Five Thousand Dollars and Zero
14 Cents (\$275,000), comprised of attorneys' fees in the amount of Two Hundred Forty Five Thousand
15 Dollars Zero Cents (\$245,000.00) and reimbursement of litigation expenses in an amount of Twenty
16 Three Thousand Twenty-Eight Dollars and Sixty-Six Cents (\$23,028.66), is reasonable in light of
17 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
19 which is reasonable, and is supported by Class Counsel's lodestar.

20 **Class Representative Service Payment**

21 13. The Agreement provides for a Class Representative Service Payment of \$10,000 to
22 the Plaintiff, subject to Court approval. The Court finds that the amount of \$10,000.00 for Plaintiff
23 is reasonable in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

24 **Settlement Administration Expenses Payment**

25 14. Administrator shall calculate and administer the payment to be made to the Class
26 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
27 Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate
28 withholdings and perform the other remaining duties set forth in the Agreement. The Agreement

1 provides for Settlement Administration Costs to be paid in an amount not to exceed \$10,000.00.
2 The Declaration of the Settlement Administrator provides that the actual claims Settlement
3 Administration Costs were \$10,000.00. The amount of this payment is reasonable in light of the
4 work performed by the Settlement Administrator.

5 **PAGA Penalties Amount**

6 15. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
7 of \$20,000, which shall be allocated \$15,000.00 to the Labor & Workforce Development Agency
8 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement
9 pursuant to the PAGA and \$5,000.00 to be distributed to the Aggrieved Employees and allocated
10 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000)
11 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
12 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
13 Periods. "Aggrieved Employees" means an individual who is or was employed by Defendant in
14 California as a non-exempt employee at any time during the PAGA Period. The PAGA Period
15 means the period from March 24, 2022, through July 16, 2024. Pursuant to Labor Code section
16 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement
17 terms and has not indicated any objection thereto. The Court has reviewed the PAGA Penalty
18 Amount and finds and determines that the PAGA Penalty Amount and the allocation of \$15,000.00
19 to LWDA and \$5,000.00 to Aggrieved Employees is fair and reasonable and complies with the
20 requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

21 **II.**
ORDERS

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

23 1. The Class is certified for the purposes of settlement only. The Class is
24 defined as follows:

25 An individual who is or was employed by Defendant in California as a non-exempt
26 employee at any time during the Class Period. Class Period means the period from
June 8, 2019 through July 16, 2024 (the "Class Period").

27 2. All persons who meet the foregoing definition are members of the Class,
28 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

1 There were no individuals who requested exclusions.

2 3. The Agreement is hereby finally approved as fair, reasonable, adequate,
3 and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in
4 accordance with this Order and the terms of the Agreement.

5 4. Defendants shall fund the Total Settlement Amount on the Funding Date.
6 In exchange the Settlement Class Members shall release the "Released Parties" from the "Class
7 Released Claims" and the "Aggrieved Employees" shall release the "Released Parties" from the
8 "PAGA Released Claims."

9 5. Class Counsel are awarded attorneys' fees in the amount of \$245,000.00
10 and actual costs incurred of \$23,028.66. Class Counsel shall not seek or obtain any other
11 compensation or reimbursement from Defendants, Plaintiff or members of the Class.

12 6. The payment of a Class Representative Service Payment in the amount of
13 \$10,000 to the Plaintiff is approved.

14 7. The payment of \$10,000.00 to the Administrator for its fees and expenses is
15 approved.

16 8. The PAGA Penalties of \$20,000 is approved and is to be distributed in
17 accordance with the Agreement.

18 9. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel
19 shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after
20 its entry.

21 10. Neither the Agreement nor this Settlement is an admission by Defendants,
22 nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action
23 or of any wrongdoing by Defendants or that this Action is appropriate for class or representative
24 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
25 the Agreement, nor any document referred to herein, nor any action taken to carry out the
26 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
27 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
28 and any negotiations or proceedings related thereto, shall not in any event be construed as, or



1 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
2 Defendants. Notwithstanding these restrictions, Defendant may file in the Action or in any other
3 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
4 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
5 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
6 Released Class Claims and/or Released PAGA Claims.

7 11. Notice of entry of this Final Approval Order and Judgment shall be given to
8 all Parties by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary
9 to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

10 12. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
11 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
12 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
13 connection with the distribution of settlement benefits.

14 13. If the Agreement does not become final and effective in accordance with the
15 terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be certified
20 as a class action and/or managed as a representative action.

21 The parties having settled this action and the Court having entered an Order Granting Motion
22 for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

23 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

24 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
25 The Class is defined as "an individual who is or was employed by Defendant in California and
26 classified as a non-exempt employee at any time during the Class Period." Class Period is the period
27 of time from June 8, 2019 to July 16, 2024 (the "Class Period")

28 2. All persons who meet the foregoing definition are members of the Settlement Class,

1 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.
2 There are 444 Class Members who worked for Defendants during the Class Period. After providing
3 Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

4 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
5 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
6 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
7 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final
8 Approval of Class Action and PAGA Settlement, and in this Final Judgment.

9 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
10 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
11 supervise and adjudicate any dispute arising from or in connection with the distribution of
12 settlement benefits.

13 5. As of the date this Judgment becomes final, Plaintiff and each Settlement Class
14 Member has released the "Released Class Claims" against the Defendants and all of the "Released
15 Parties" as set forth in the Agreement.

16 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

17 (a) The Released Class Claims are defined as "all claims asserted in the Action
18 and/or PAGA Notice, arising from or related to the facts and claims alleged in the Action and/or
19 PAGA Notice, or that could have been raised in the Action and/or PAGA Notice based on the facts
20 and claims alleged", and expressly excluding all other claims, including claims for vested benefits,
21 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
22 insurance, disability, social security, workers' compensation, or claims based on facts occurring
23 outside the Class Period.

24 (b) The "Released Parties" means Defendant, Noble Rider, LLC, Sherpa
25 Holdings, LLC, Noble Equestrian Products, LLC (erroneously sued as Noble Equestrian Produces,
26 LLC), First Tactical, LLC, and INNOV8 Holdings, LLC, and each of their past, present and future
27 agents, employees, servants, officers, directors, managing agents, members, owners (whether direct
28 or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents,

[Signature]

1 subsidiaries, equity sponsors, plans, related companies/corporations and/or partnerships, divisions,
2 assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential
3 and alleged joint employers, temporary staffing agencies, common law employers, potential and
4 alleged common law employers, dual employers, potential and alleged dual employers,
5 co-employers, potential and alleged co-employers, contractors, affiliates, service providers,
6 alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or
7 entity with potential or alleged to have joint liability, and all of their respective past, present and
8 future employees, directors, officers, members, owners, agents, representatives, payroll agencies,
9 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and
10 any and all persons and/or entities acting under, by, through or in concert with any of them.

11 7. As of the date this Judgment becomes final, the Plaintiff, the Labor and Workforce
12 Development Agency ("LWDA"), the State of California, and each "Aggrieved Employee" have
13 released the Released Parties from the "Released PAGA Claims" for the "PAGA Period" as set
14 forth in the Agreement.

15 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:
16 The Aggrieved Employees are defined as an individual who is or was employed by Defendant in
17 California as a non-exempt employee at any time during the PAGA Period ("PAGA Period").
18 "PAGA Period" means the period from March 24, 2022 through July 16, 2024.

19 9. The Released PAGA Claims are defined as from all known and unknown claims for
20 civil penalties under PAGA that were asserted in the Action and/or PAGA Notice, and any claims
21 alleged, or that could have been alleged, in the Action and/or PAGA Notice, based on the allegations
22 asserted in the Action and/or PAGA Notice, including all claims for unpaid wages, including, but
23 not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime
24 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
25 wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period,
26 and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and
27 permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or
28 recovery period premiums; payment for all hours worked, including off-the-clock work; wage



1 statements; unpaid vacation; deductions; failure to keep/maintain accurate records including payroll
2 records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties,
3 wage statement penalties, minimum wage penalties, and waiting time penalties; failure to timely pay
4 wages; failure to timely pay final wages; attorneys' fees and costs; and all claims relating to alleged
5 violations of the Labor Code, including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5,
6 202, 203, 204, 205.5, 206, 210, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7,
7 226.8, 227.3, 246, 256, 432, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
8 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698, *et seq.* and 2699 *et seq.*, 2800, and 2802).
9 Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

10 10. Plaintiff and his or her respective former and present spouses, representatives,
11 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
12 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period,
13 including, but not limited to: (a) all claims that were, or could have been, alleged, based on the facts
14 contained, in the Operative Complaint and (b) all PAGA claims that were, or could have been,
15 alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's
16 Release") as fully set forth in the Agreement.

17 11. This Court hereby grants final approval and awards the following: (i) Two Hundred
18 and Seventy-Five Thousand Dollars and Zero Cents (\$275,000) for the Class Counsel Attorneys'
19 Fees and Litigation Costs Payment comprised of one-third of the Gross Settlement Amount, or Two
20 Hundred Forty-Five Thousand Dollars and Zero Cents (\$245,000.00) and costs and expenses in the
21 amount of Thirty Thousand Dollars (\$30,000.00); (ii) the Service Award Payment to Class
22 Representative Jessica Lee of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for
23 a general release; (iii) Settlement Administration Fees of Ten Thousand Dollars and Zero Cents
24 (\$10,000.00) to Apex Class Actions.; (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00)
25 (75% of the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA PAGA
26 Payment"); and (v) Five Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA
27 Payment) to the Aggrieved Employees.
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1 12. For any Class Member or Aggrieved Employee whose Individual Class Payment
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
5 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 13. The Court hereby enters judgment in the entire Action as of the filing date of this
7 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
8 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
9 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
10 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

11 14. Plaintiff shall give notice of this Judgment to the Labor and Workforce
12 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
13 California Labor Code section 2699(1)(3).

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
15 **ORDERED.**

16 DATED: 1/14/25

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18 
19 Hon. Blanca A. Bañuelos
20 Judge, Superior Court for the State of California,
21 County of San Joaquin
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