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Attorneys for Plaintiff

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

STEVEN REMINGTON, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

JIMBO'S NATURAL FAMILY, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2023-00038108-CU-OE-CTL**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: December 6, 2024
Hearing Time: 9:00 a.m.
[Hearing scheduled by Order dated August 23,
2024]

Judge: Hon. Blaine K. Bowman
Dept.: 74

Date Action Filed: August 31, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on December 6, 2024, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of
4 the Final Approval Order and Judgment is attached hereto as Exhibit #1. The Final
5 Approval Order and Judgment is also served on the LWDA pursuant to the Proof of Service
6 below.

7 Respectfully submitted,

8
9 Dated: December 12, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On December 12, 2024, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail address(es):

Katherine Hren
khren@brgslaw.com
Janet S. Soultanian
jsoultanian@brgslaw.com
David Fishman
dfishman@brgslaw.com
BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Blvd, 18th Floor
Encino, California 91436
Telephone: (818) 508-3700

Attorneys for Defendant Jimbo's Natural Family, Inc.

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2024, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
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12 Attorneys for Plaintiff

FILED
San Diego Superior Court

DEC 06 2024

Clerk of the Superior Court
By: K. Mulligan, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

STEVEN REMINGTON, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

JIMBO'S NATURAL FAMILY, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 37-2023-00038108-CU-OE-CTL

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

Hearing Date: December 6, 2024
Hearing Time: 9:00 a.m.

Judge: Hon. Blaine K. Bowman
Dept.: 74

Date Action Filed: August 31, 2023
Trial Date: Not set

The motion of Plaintiff Steven Remington ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Jimbo's Natural Family, Inc. ("Defendant") and for an award of attorneys' fees and costs, service payments, and the fees of the Administrator duly came on for hearing on December 6, 2024 before the Honorable Blaine K. Bowman.

FINAL APPROVAL ORDER AND JUDGMENT

1 I.

2 **FINDINGS**

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

5 1. All terms used herein shall have the same meaning as defined in the Agreement.

6 2. This Court has jurisdiction over the subject matter of this litigation pending before
7 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
8 including the Class.

9 3. Based on a review of the papers submitted by Plaintiffs and a review of the
10 applicable law, the Court finds that the Gross Settlement Amount of One Million One Hundred
11 Thousand Dollars (\$1,100,000) and the terms set forth in the Agreement are fair, reasonable, and
12 adequate.

13 4. The Court further finds that the Settlement was the result of arm's length
14 negotiations conducted after Class Counsel had adequately investigated the claims and became
15 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
16 Settlement, the significant risks relating to certification, liability, and damages issues, and the
17 assistance of an experienced mediator in the settlement process, among other factors, support the
18 Court's conclusion that the Settlement is fair, reasonable, and adequate.

19 **Preliminary Approval of the Settlement**

20 5. On August 23, 2024, the Court granted preliminary approval of the Settlement. At
21 this same time, the Court approved conditional certification of the Class for settlement purposes
22 only.

23 **Notice to the Class**

24 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
25 by first class mail to members of the Class at their last known addresses on or about October 1,,
26 2024. Mailing of the Class Notice to their last known addresses was the best notice option under
27 the circumstances and was reasonably calculated to communicate actual notice of the litigation
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1 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
2 accurately informed the Class Members of all material elements of the proposed Settlement and of
3 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
4 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
5 laws of the State of California, the United States Constitution, due process and other applicable
6 law. The Class Notice fairly and adequately described the Settlement and provided Class
7 Members adequate instructions and a variety of means to obtain additional information.

8 7. The Response Deadline for opting out of the Class or submitting written objections
9 to the Settlement was November 30, 2024, which was extended by 14 days for re-mailed Class
10 Notices. There was an adequate interval between mailing of the Class Notice and the response
11 deadline to permit Class Members to choose what to do and act on their decision. A full
12 opportunity has been afforded to the Participating Class Members to participate in this hearing,
13 and all Participating Class Members and other persons wishing to be heard have been heard. Class
14 Members also have had a full and fair opportunity to exclude themselves from the proposed
15 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
16 timely and properly submit a request for exclusion are bound by the Settlement and this Final
17 Approval Order and Judgment.

18 **Fairness Of Settlement**

19 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
20 48 Cal.App.4th 1794, 1801 (1996).

21 a. The settlement was reached through arm's-length bargaining between the
22 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
23 of wage and hour class actions. There has been no collusion between the parties in reaching the
24 proposed settlement.

25 b. Plaintiff's investigation and discovery have been sufficient to allow the
26 Court and counsel to act intelligently.

1 c. Counsel for both parties are experienced in similar employment class action
2 litigation. All counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. Only two (2) requests for exclusion were received.

5 e. The participation rate was high. 1,242 Participating Class Members will be
6 mailed a settlement payment, representing 99.84% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the
8 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
9 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
10 Members' claims, given the uncertainties and significant risks of the litigation and the delays
11 which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate and reasonable and in the best
13 interests of the Class Members.

14 **Attorneys' Fees and Costs**

15 11. An award of \$366,666 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$22,000 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
19 and billing statement.

20 **Class Representative Service Payment**

21 12. The Agreement provides for a Class Representative Service Payment of not more
22 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
23 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
24 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
25 bringing and prosecuting this matter on behalf of the Class.

26 **Administration Expenses Payment**

1 13. The Administrator shall calculate and administer the payment to be made to the
2 Participating Class Members in the manner set forth in the Agreement, transmit payment for
3 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
4 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
5 withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$12,950 in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$25,000, which shall be allocated with 75% (\$18,750) allocated to the LWDA PAGA Payment
11 and 25% (\$6,250) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
12 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
13 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number
14 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
15 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. An Aggrieved
16 Employees is a person employed by Defendant in California and classified as non-exempt who
17 worked for Defendant at any time during the PAGA Period (June 22, 2022 through August 2,
18 2024). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be
19 sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
20 Claims as set forth below, whether or not they opt out of the Settlement.

21 **II.**

22 **ORDERS**

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

24 15. The certification of the Class for the purposes of settlement is confirmed. The
25 Class is defined as follows:

26 All individuals who were employed by Defendant in California and classified as a
27 non-exempt employee at any time during the Class Period (August 31, 2019
28 through August 2, 2024).

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The two
3 individuals who requested exclusion are: Glenn Crocker II and Mary Fahey.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
6 necessary to pay payroll taxes thereon within 30 days of the Effective Date.

7 18. Class Counsel are awarded attorneys' fees in the amount of \$366,666 and costs in
8 the amount of \$22,000. Class Counsel shall not seek or obtain any other compensation or
9 reimbursement from Defendant, Plaintiff or members of the Class.

10 19. The payment of the Class Representative Service Payment in the amount of
11 \$10,000 to the Plaintiff is approved.

12 20. The payment of \$12,950 to the Administrator for their fees and expenses is
13 approved.

14 21. The PAGA Penalties in the amount of \$25,000 are approved and shall be allocated
15 in accordance with the Agreement.

16 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
17 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
18 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
19 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
20 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
21 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
22 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
23 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
24 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
25 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
26 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
27 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
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1 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
2 Released PAGA Claims.

3 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
5 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
8 LWDA.

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

16 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

17 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiff, and all members of the Class, shall take nothing in the Action.

19 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
20 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
21 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
22 arising from or in connection with the distribution of settlement benefits.

23 27. The Parties are authorized to agree to and to adopt such amendments, modifications
24 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
25 Final Approval Order and Judgment and as approved by the Court.

26 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
27 provided in the Agreement and in this Final Approval Order and Judgment.

1 29. As of the Effective Date and upon full funding of the Gross Settlement Amount by
2 Defendant, Participating Class Members, on behalf of themselves and their respective former and
3 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
4 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
5 facts stated in the Operative Complaint which occurred during the Class Period. Except as
6 expressly set forth in this Agreement, Participating Class Members do not release any other
7 claims, including claims for vested benefits, wrongful termination, discrimination, violation of the
8 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
9 compensation, or Class claims based on facts occurring outside the Class Period.

10 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
11 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
12 themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties
14 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
15 Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA
16 Claims do not include underlying wage and hour claims, claims for vested benefits, wrongful
17 termination, discrimination, violation of the Fair Employment and Housing Act, unemployment
18 insurance, disability, social security, and workers' compensation, and PAGA claims outside of the
19 PAGA Period.

20 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
21 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties from the
22 Plaintiff's Release as set forth fully in the Agreement.

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

24
25 Dated: 12-6-24

26 
27 HON. BLAINE K. BOWMAN
28 JUDGE, SUPERIOR COURT OF CALIFORNIA