

FILED
YOLO SUPERIOR COURT

JAN 22 2025
BY Amanda Juli
DEPUTY

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individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF YOLO

WILLIAM APPEL, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SUNFOODS, LLC, a California Corporation;
MATT ALONSO, an individual; and DOES 1
to 100, inclusive,

Defendants.

Case No. CV2023-2012

*Assigned for All Purposes to Hon. Samuel T. McAdam
Department 14*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Date: January 22, 2025

Time: 9:00 a.m.

Dept.: 14

Judge: Hon. Samuel T. McAdam

Filed: September 25, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion to Approve Private Attorneys General Act Settlement ("Motion") in the above
3 referenced case came before this Court, on January 22, 2025 at 9:00 a.m., in Department 14 before the
4 Honorable Samuel T. McAdam, presiding. Plaintiff William Appel ("Plaintiff") filed this Private
5 Attorneys General Act ("PAGA") action on September 25, 2023. The operative Complaint alleges that
6 SunFoods, LLC, and Matt Alonso ("Defendants") violated California law by failing to pay overtime
7 wages, failing to provide meal periods or pay premiums in lieu thereof, failing to provide rest periods or
8 pay premiums in lieu thereof, failing to provide accurate wage statements, failing to pay final wages,
9 failing to pay reimbursements for expenses, violating Labor Code sections 558, 558.1 regarding
10 provisions regulating hours and days of work in any Industrial Welfare Commission Order, and failing
11 to provide sick leave. The Complaint further alleges that Defendants are liable for civil penalties under
12 the PAGA as a result of the alleged violations. Defendants have denied all of Plaintiff's allegations.
13 Plaintiff sought attorneys' fees and costs as part of this Action.

14 The parties have agreed to settle the PAGA claims. Defendants will provide monetary
15 consideration in exchange for a release of claims consistent with the terms of the PAGA Settlement
16 ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as set forth
17 in the Agreement. The Court, having received and considered Plaintiff's Motion, the declarations in
18 support, the Agreement, the Notice of Settlement, and other evidence, HEREBY ORDERS AND
19 MAKES DETERMINATIONS AS FOLLOWS:

20 **I. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – AGGRIEVED**
21 **EMPLOYEES**

22 The Court finds that Plaintiff has exhausted all administrative remedies required to bring the
23 PAGA claims asserted in this litigation. Plaintiff is authorized to act on behalf of the Labor and
24 Workforce Development Agency ("LWDA") with respect to the PAGA claims being released under the
25 Agreement. The Court finds the scope of individuals subject to the terms and conditions of the
26 Agreement, its releases, and all rights and obligations thereunder include the following:

27 All individuals who have, or continue to, work for Defendant in California
28 as non-exempt employees from July 18, 2022, up to either (1) the End
Date, or (2) January 7, 2025, whichever is earlier.

1 The Court recognizes that the foregoing definition is for Aggrieved Employee identification
2 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
3 the Agreement.

4 II. APPROVING THE AGREEMENT

5 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
6 A. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and
7 arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and
8 measures to weigh the potential value of the disputed claims against the risks of continued litigation.
9 The Court finds that the Agreement is fair, reasonable, and adequate, and, therefore, is approved as
10 required under California Labor Code sections 2698 *et seq.* Based on the potential penalties at issue, the
11 risk of loss on the merits, the risk of being able to prove violations in each pay period as to each
12 individual as required by statute for damages purposes, and the Court's statutorily authorized discretion
13 to reduce penalties, the Agreement represents a substantial recovery for Aggrieved Employees and the
14 LWDA. The Court also finds that the Agreement provides a recovery that creates an effective,
15 substantial deterrent to any potential future non-compliance, furthering the purpose of the LWDA in
16 enforcing the California Labor Code. Thus, the Court approves the Agreement and terms stated therein,
17 which is incorporated by reference in its entirety, as if stated here in full, including the \$99,000 Gross
18 Settlement Amount.

19 The Court approves of the PAGA penalty allocations set forth in the Agreement wherein the Net
20 Settlement Amount will be paid to Aggrieved Employees and the LWDA as civil penalties pursuant to
21 division set forth in California Labor Code section 2699(i).

22 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
23 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Aggrieved employees and the
24 LWDA), the benefits can be accurately traced as set forth in the Agreement, Plaintiff and Plaintiff's
25 Counsel were able to negotiate on behalf of Aggrieved employees and the LWDA, and the fee can be
26 shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the
27 Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul*,
28

1 *Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444
2 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than
3 . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). The Court finds the
4 attorney’s fees request of Thirty-Five (35%) of the Gross Settlement Amount, *i.e.* \$34,650, to be
5 appropriate compensation for Plaintiff’s Counsel. The fees request is within the range of percentages
6 that have been approved by other Courts in similar cases and is reasonable in light of the circumstances
7 of this case, the substantial and beneficial results obtained on behalf of Aggrieved Employees and the
8 LWDA, and the contingent nature of the recovery over the course of this case, which included potential
9 loss at summary judgment and/or trial proceedings. Additionally, the Court orders that \$6,412.51 of the
10 Gross Settlement Amount will be paid to Plaintiff’s Counsel for reasonable costs incurred in this case.

11 The Court orders that Plaintiff will receive an Enhancement Payment of \$10,000 from the Gross
12 Settlement Amount for his work on behalf of the Aggrieved Employees and the LWDA and in exchange
13 for the general release of all his individual claims in addition to any amount Plaintiff may be entitled to
14 under the Agreement’s pro rata distribution formula.

15 The Court orders that ILYM Group, Inc., will act as the Settlement Administrator in this case.
16 The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not to
17 exceed \$3,950. Any difference between the actual Settlement Administrator Costs and the approved
18 amount will be added to the Net Settlement Amount for distribution between the LWDA and Aggrieved
19 Employees consistent with the allocations and formulas set forth in the Agreement.

20 The Court approves of the distribution plan wherein any checks issued to Aggrieved Employees
21 that are not cashed by the deadline shall be forwarded to the California State Controller’s Unclaimed
22 Property Fund in the name of the employee who did not cash their Individual PAGA Amount payment.
23 No portion of the Gross Settlement Amount will revert to Defendants for any reason.

24 The releases and waivers for Aggrieved Employees (*i.e.* the Released PAGA Claims) and
25 Plaintiff (*i.e.* “Plaintiff’s Released Claims”) are also approved by the Court as set forth in the
26 Agreement.
27
28

1 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
2 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

3 The Court finds that the proposed Notice of Settlement, filed with Plaintiff's Motion as Exhibit E
4 and incorporated by reference, fairly and adequately advises Aggrieved Employees about the Agreement
5 and its effect. The Court further finds that the Notice of Settlement and distribution of such notice by
6 first class mail to each identified Aggrieved Employees at his or her most recent address based on a
7 National Change of Address database search from the Aggrieved Employees' last known address and a
8 skip trace on any Aggrieved Employees who have their notice returned as "undeliverable" or "not at this
9 address" comport with all constitutional requirements, including those of due process.

10 The Court also finds that because there is a strong interest in providing Aggrieved Employees the
11 opportunity to recover under the Agreement, along with the parties' efforts to minimize any intrusion on
12 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
13 intrusion on their privacy rights. Hence, the Court orders Defendants to provide Aggrieved Employee
14 information to the Settlement Administrator as set forth in the Agreement and any other information the
15 Settlement Administrator needs to effectuate notice to Aggrieved Employees. The Aggrieved Employee
16 information will be provided to the Settlement Administrator only, and not to Plaintiff or Plaintiff's
17 Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
18 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
19 this information confidential consistent with the terms of the Agreement.

20 **IV. IMPLEMENTATION SCHEDULE**

21 Accordingly, with good cause shown, the Court hereby approves and orders that the following
22 implementation schedule be adhered to:

23 Last day for Defendants to provide Settlement 24 Administrator with Aggrieved Employee 25 information	Within 7 calendar days after the Effective Date
26 Last day for Settlement Administrator to calculate 27 and report to the Parties the Net Settlement 28 Amount, PAGA Payment, and Individual PAGA Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information

Last day for Defendants to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendants have funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks pursuant to Paragraph 5.5	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this settlement approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. Upon the Effective Date, the Action will be dismissed with prejudice, with the Court retaining jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

IT IS SO ORDERED.

Date: 1/22/21

By: 

Judge of the Superior Court
TIMOTHY L. FALL