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2 NOV 29 2023
Filed
STEPHANIE BOHRER, CLERK
By *[Signature]*
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

LEONIL TALAROC, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

MUSCO FAMILY OLIVE CO., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2018-6189

[Assigned for All Purposes to the Honorable
Blanca A. Banuelos, Dept. 10B]

CLASS ACTION

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

Filed Together with Plaintiff's Unopposed
Motion and Declarations of Kitty K. Szeto,
Madely Nava, and Leonil Talaroc]

Date: November 29, 2023
Time: 9:00 a.m.
Dept.: 28

Complaint Filed: May 25, 2018
Trial Date: None Set

1 Plaintiff's unopposed motion for an order granting final approval of the class action
2 settlement of the above-captioned action came on for hearing before the above-entitled court.

3 Having read the Joint Stipulation of Class Action And PAGA Settlement ("Settlement
4 Agreement" or "Settlement") attached as Exhibit "1" to the Declaration of Kitty K. Szeto and
5 supporting documents, the unopposed motion for final approval, as well as the points and
6 authorities and declarations filed in support thereof, the Court finds that: the proposed settlement
7 appears fair, reasonable, and adequate and an order granting final approval should be entered in
8 this action based upon the terms of the Settlement Agreement.

9 **IT IS THEREFORE ORDERED THAT:**

10 1. This Order incorporates by reference the parties' Settlement Agreement and all
11 defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

12 2. The Settlement Agreement, the proposed Settlement described therein, and the
13 Maximum Settlement Amount of **\$1,400,000.00** is approved as fair, reasonable, and adequate.

14 3. The parties shall effectuate the terms of the Settlement Agreement consistent with
15 the deadlines set forth by this Order and in the Settlement Agreement.

16 4. Pursuant to Paragraphs I(N) and XII(B) of the Settlement Agreement, Defendant
17 Musco Family Olive Co. ("Defendant") shall deposit \$1,200,000.00 and the Employer-side
18 Payroll Taxes within five (5) calendar days of this Order into the account established by Apex
19 Class Action, LLC ("Settlement Administrator") for this Settlement.

20 5. The Court hereby approves Class Counsel's request for attorneys' fees in the
21 amount of \$490,000 and costs in the amount of \$61,379.89.

22 6. The Court hereby approves the Enhancement Payment request in the amount of
23 \$20,000 to Plaintiff Leonil Talaroc.

24 7. The Court hereby approves settlement administration costs in the total amount of
25 \$7,950 to Settlement Administrator Apex Class Action, LLC.

26 8. Pursuant to California Labor Code 2699(1)(2), the Court hereby approves \$40,000
27 in PAGA Penalties as set forth in Paragraph XVII of the Settlement Agreement.

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9. Pursuant to Paragraph XII(B) of the Settlement Agreement, the Settlement Administrator shall distribute the Maximum Settlement Amount within five (5) calendar days following receipt of the \$1,200,000.00 and the Employer-side Payroll Taxes from Defendant.

10. Settlement Class Members shall have ninety (90) calendar days to cash their Individual Settlement Payments. After the 90-day check-cashing deadline, all funds remaining from uncashed checks shall be sent by the Settlement Administrator to Legal Aid at Work.

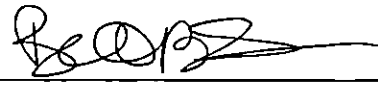
11. The Court hereby enters judgment in this Action on behalf of all 346 Settlement Class Members.

12. The Court retains jurisdiction over the parties to enforce the Settlement Agreement and this judgment pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

13. ~~All future hearings in this case are hereby vacated, including~~ the Further Case Management Conference on February 28, 2024. *is vacated.*

IT IS SO ORDERED.

DATE: 11/29/23


Honorable Blanca A. Banuelos
San Joaquin County Superior Court

→ A non-appearance compliance hearing is set for March 28, 2024 @ 9:00 am in Dept. 10B. The settlement Administrator shall provide written certification to the court and counsel. If the certification is not filed, the parties must appear.

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