

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RONALD YOUNG, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

NORTHWEST CONFECTIONS
CALIFORNIA, LLC, a California limited
liability company; NORTHWEST
CONFECTIONS LLC, an unknown business
entity, and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2022-00320387-CU-OE-GDS

Honorable Jill H. Talley
Department 23

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

Date: January 17, 2025
Time: 9:00 a.m.
Dept.: 23

Complaint Filed: May 20, 2022
FAC Filed: April 12, 2024
SAC Filed: July 31, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
01/28/2025
T. Shaddix, Deputy

~~PROPOSED~~ ORDER

Plaintiff Ronald Young’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) came on for hearing on January 17, 2025 at 9:00 a.m. before the Honorable Jill H. Talley in Department 23 of the above-entitled Court, located at 720 Ninth Street, Sacramento, California 95814. Parker & Minne, LLP and Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Littler Mendelson, P.C. appeared on behalf of Northwest Confections California, LLC and Northwest Confections LLC (“Defendants”).

On August 26, 2024, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Joint Stipulation of Class Action and PAGA Settlement (the “Agreement,” “Settlement,” or “Settlement Agreement”), which, together with the exhibit thereto, sets forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff’s Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. Pursuant to California law, the Court hereby grants final approval of the Agreement. The Agreement is hereby deemed incorporated into this Order and Judgment. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

1 All current and former non-exempt and/or hourly-paid employees who worked for
2 Defendants within the State of California at any time during the period from May 20,
3 2018 through February 10, 2024.

4 4. The Court hereby confirms Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and
5 Vartan Madoyan of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne,
6 LLP as Class Counsel.

7 5. The Court concludes that distribution of the Notice directed to the Class Members as
8 set forth in the Agreement and the other matters set forth therein has been completed in conformity
9 with the Preliminary Approval Order, and constituted the best notice practicable under the
10 circumstances. The Court concludes that the Administrator, Phoenix Settlement Administrators, took
11 all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as
12 required in the Preliminary Approval Order. The notice given to the Class fully and accurately
13 informed the Class of all material elements of the Settlement and their opportunity to object or
14 comment thereon; was the best notice practicable under the circumstances; was valid, due and
15 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
16 Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable
17 law. The notice fairly and adequately described the Settlement and provided Class Members adequate
18 instructions and a variety of means to obtain additional information.

19 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and
20 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
21 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
22 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
23 standards and applicable requirements for final approval of this class action settlement under
24 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
25 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
26 *Court*, 4 Cal.3d 800, 821 (1971).

27 7. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,
28 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement

1 was reached following meaningful informal discovery and investigation by Class Counsel; that the
2 Settlement is the product of intensive, serious, and non-collusive arms-length negotiations between
3 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
4 so finding, the Court has considered all of the evidence presented, including evidence regarding the
5 strength of Plaintiff's claims, Defendants' potential exposure; the risk, expense, complexity, and delay
6 associated with further litigation; the risk of maintaining Plaintiff's claims through class certification,
7 trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;
8 the extent of investigation and informal discovery completed; the experience and views of Class
9 Counsel; and the absence of objections to the Settlement, as well as other relevant factors.
10 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
11 Agreement and the terms and conditions set forth in this Judgment.

12 8. A full opportunity has been afforded to Class Members to participate in this hearing,
13 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
14 Members who did not timely and properly request exclusion from the Settlement ("Participating Class
15 Members") are bound by the Settlement and by this Judgment.

16 9. The deadline for Class Members to request to be excluded from the Agreement was
17 November 15, 2024. The Court hereby finds that zero (0) Class Members requested to be excluded
18 from the Agreement. Accordingly, 668 Participating Class Members are bound by this Judgment.

19 10. The deadline for Class Members to submit written objections to the Agreement was
20 November 15, 2024. The Court hereby finds that there have been zero (0) objections to the Agreement.
21 The Court also finds that there were zero (0) objections at the hearing on Final Approval.

22 11. Upon entry of this Judgment and the full funding of the Gross Settlement Amount by
23 Defendants to the Administrator, Plaintiff and all Participating Class Members waive, release, and
24 discharge the Released Parties of any and all wage-related claims that were alleged in or which could
25 have been alleged in the Complaint based on the factual allegations in the Complaint, including the
26 following claims, under any legal theory of liability arising under California law, local law, and the
27 federal Fair Labor Standards Act, 29 U.S.C. section 201 et seq. ("FLSA"), for: (1) any alleged failure
28 to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC

1 Wage Orders arising during the First Release Period relating to any alleged meal or rest period
2 violations and any alleged failure to pay overtime wages under any legal theory of liability arising
3 during the Second Release Period; (2) any alleged failure to provide meal periods pursuant to
4 California Labor Code sections 226.7 and 512 and the IWC Wage Orders arising during the Class
5 Period; (3) any alleged failure to provide rest periods pursuant to California Labor Code section 226.7
6 and the IWC Wage Orders arising during the Class Period; (4) any alleged failure to pay all minimum
7 wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC
8 Wage Orders arising during the First Release Period relating to any alleged meal or rest period
9 violations and any alleged failure to pay all minimum wages owed under any legal theory of liability
10 arising during the Second Release Period; (5) any alleged failure to pay all wages owed at termination
11 pursuant to California Labor Code sections 201-203 and the IWC Wage Orders arising during the First
12 Release Period relating to any alleged meal or rest period violations and any alleged failure to pay all
13 wages owed at termination under any legal theory of liability arising during the Second Release
14 Period; (6) any alleged failure to pay all wages in a timely manner during employment pursuant to
15 California Labor Code section 204 and the IWC Wage Orders arising during the Class Period; (7) any
16 alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section
17 226 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or
18 rest period violations and any alleged failure to furnish accurate itemized wage statements under any
19 legal theory of liability arising during the Second Release Period; (8) any alleged failure to maintain
20 adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders
21 arising during the Class Period; (9) any alleged failure to reimburse all necessary business expenses
22 pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders arising during
23 the Class Period; and (10) any alleged violations of California Business & Professions Code sections
24 17200, et seq. arising during the Class Period. In addition, all Participating Class Members who cash
25 their individual settlement payment checks will be deemed to have given their consent to “opt in” as
26 a party plaintiff in this action pursuant to the FLSA, including Section 216, and to have waived and
27 released any claims they may have under the FLSA as related to the claims that were or arise from the
28 facts asserted in the Action during the time period three years prior to the cashing of the individual
settlement payment check.

1 12. Upon entry of this Judgment and the full funding of the Gross Settlement Amount by
2 Defendants to the Administrator, Plaintiff, the State of California, and the PAGA Members waive,
3 release, and discharge Released Parties of any and all claims, actions, and causes of action for civil
4 penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising
5 during the PAGA Period, based on the factual allegations and legal theories in the PAGA Notice and
6 Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
7 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
8 Wage Orders, including inter alia, Wage Orders 1-2001 and 4-2001.

9 13. Upon entry of this Judgment and the full funding of the Gross Settlement Amount, in
10 consideration for his Class Representative Enhancement Award, Plaintiff Ronald Young, for himself
11 only, releases the Released Parties from all claims, demands, rights, liabilities and causes of action of
12 every nature and description whatsoever, known or unknown, asserted or that might have been
13 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation
14 arising out of, relating to, or in connection with Plaintiff's relationship with Defendants as well as any
15 and all acts or omissions by or on the part of Defendants, excluding only claims that, by law, may not
16 be privately released. Plaintiff has expressly waived all rights and benefits afforded by California Civil
17 Code Section 1542, which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
21 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
23 PARTY.

24 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than
25 or different from the facts now believed to be true, the release of claims contained herein shall be
26 effective as to all unknown claims. This release specifically excludes claims for unemployment
27 insurance, disability, social security, and workers compensation (with the exception of claims arising
28 pursuant to California Labor Code Sections 132(a) and 4553).

 14. The Court finds the settlement payments provided for under the Agreement to be fair
and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court

orders Defendants to fund the Gross Settlement Amount of \$405,000.00 within fourteen (14) calendar of entry of this Judgment to provide payments for Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to PAGA Members, the Class Representative Enhancement Award to Plaintiff, Class Counsel's Attorneys' Fees and Litigation Costs, Administration Costs to the Settlement Administrator, and LWDA Payment to the LWDA. The Court further orders Defendants to separately pay any and all employer payroll taxes owed on the wages portion of the Individual Settlement Payments. Defendants shall fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of the Agreement.

15. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$141,700.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the amount of \$16,482.40 from the Gross Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the separate and independent agreement between Class Counsel.

16. The Court hereby approves and orders a Class Representative Enhancement Award of \$10,000.00 to Plaintiff Ronald Young from the Gross Settlement Amount in accordance with the terms of the Agreement.

17. The Court find that the settlement of the Released PAGA Claims for \$40,000.00, which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Penalties as follows: \$30,000.00 (75% of \$40,000.00) to the California Labor and Workforce Development Agency, and \$10,000.00 (25% of \$40,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. One hundred percent (100%) of the amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS Form-1099.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount

1 for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix
2 Settlement Administrators, in the amount of \$9,000.00.

3 19. The Court hereby approves and orders payment of Individual Settlement Payments
4 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth
5 in the Agreement.

6 20. The Court also hereby approves and orders that any checks distributed from the Gross
7 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after being
8 issued shall be void. All funds associated with uncashed settlement checks shall be transferred to the
9 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
10 Civil Code § 1500, *et seq.* for the benefit of the Class Member or PAGA Member who did not cash
11 their check until such time that they claim their property, or the property is otherwise disposed of
12 pursuant to the Unclaimed Property Law.

13 21. Without affecting the finality of this Judgment, the Court shall retain continuing
14 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
15 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California
16 Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to
17 the contrary herein, any disputes or controversies arising with or with respect to the interpretation,
18 enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

19 22. A post-approval final accounting hearing shall be held on
20 10/3/25 at 10:30 a.m. a.m./p.m. Class Counsel shall submit a final
21 report on the disbursement of settlement payments by 9/18/25.

22 23. Plaintiff shall file a formal notice of entry of this Judgment and serve the same on the
23 California Labor and Workforce Development Agency (LWDA).

24 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

25
26 Dated: 01/28/2025

27 By: Jill Talley
The Honorable Jill H. Talley
28 Judge of The Superior Court

