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Attorneys for Plaintiffs

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

JENNIFER ANTONIO, individually, and on
 behalf of other members of the general public
 similarly situated;

Plaintiff,

v.

BUCK EATS LLC, a California limited
 liability company; BUCKHORN
 ENTERPRISES LLC, a California limited
 liability company; PICKAPPLE, LLC, a
 California limited liability company;
 PICKAPPLE FRANCHISE, LLC, a California
 limited liability company; and DOES 1
 through 100, inclusive;

Defendants.

Case No.: 23CV006104

Assigned for All Purposes to:
 Honorable Jill Talley
 Department 23

CLASS ACTION

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

Hearing Date: April 11, 2025

Hearing Time: 9:00 a.m.

Hearing Place: Department 23

Complaint Filed: August 4, 2023

FAC Filed: July 3, 2024

Trial Date: None Set

FILED
 Superior Court of California
 County of Sacramento
04/14/2025
 T. Shaddix, Deputy

1 The Court, having read the papers filed regarding Plaintiffs Jennifer Antonio, Brittany
2 Welchman, and Rodrigo Fernandez’s (“Plaintiffs”) Motion for Final Approval of Class Action
3 Settlement, and considering the papers submitted in support of the motion, including the Class
4 Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or
5 “Agreement”), **FINDS AND ORDERS:**

6 On July 31, 2024, Plaintiffs and Defendants Buck Eats LLC, Buckhorn Enterprises LLC,
7 Pickapple, LLC, Pickapple Franchise, LLC, and Buckhorn Café, Inc. (“Defendant”) entered the
8 Agreement to settle this lawsuit.

9 On November 18, 2024, the Court entered an order preliminarily approving the
10 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
11 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to Class Members,
12 providing Class Members with an opportunity to object to the Settlement or exclude themselves
13 from the Class, and scheduling a Final Approval Hearing.

14 On April 11, 2025, the Court held a Final Approval Hearing to determine whether to give
15 final approval to the Settlement of this lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and
17 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
18 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
19 set forth in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated and the Class
21 has been given the opportunity to request exclusion, the Court has personal jurisdiction with
22 respect to the claims of all Class Members. The Court has subject matter jurisdiction, including
23 jurisdiction to approve the Settlement and grants final certification of the Class.

24 3. Final Class Certification. The Court finds that the Class satisfies all
25 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
26 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
27 exempt employees who worked for Defendants within the State of California at any time during
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1 the period from August 19, 2019, through August 6, 2024 (“Class,” “Class Members,” and
2 “Class Period”). There are 1,224 Class Members who did not submit valid and timely Requests
3 for Exclusion from the Settlement (“Participating Class Members”).

4 4. Adequacy of Representation. Class Counsel fully and adequately
5 represented the Class for purposes of entering and implementing the Settlement and satisfied the
6 requirements of Code of Civil Procedure section 382.

7 5. Class Notice. The Court finds that the Court Approved Notice of Class
8 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
9 distribution to Class Members were implemented pursuant to the Settlement and this Court’s
10 Preliminary Approval Order. The Court finds that the Class Notice:

- 11 a. Constitutes notice reasonably calculated to apprise Class Members of: (i)
12 pendency of this lawsuit; (ii) material terms and provisions of the
13 Agreement and their rights; (iii) their right to object to any aspect of the
14 Agreement; (iv) their right to exclude themselves from the Agreement;
15 (v) their right to receive settlement payments; (vi) their right to appear at
16 the Final Approval Hearing; and (vii) binding effect of the orders and
17 judgment in this lawsuit on all Participating Class Members;
- 18 b. Constitutes notice that fully satisfied the requirements of Code of Civil
19 Procedure section 382, Rule of Court 3.769, and due process;
- 20 c. Constitutes the best practicable notice to Class Members under the
21 circumstances of this lawsuit; and
- 22 d. Constitutes notice reasonable, adequate, and sufficient for Class Members.

23 6. Final Settlement Approval. The terms and provisions of the Settlement
24 Agreement have been entered into good faith and are the product of arm’s-length negotiations by
25 experienced counsel who have done a meaningful investigation of the claims. The Settlement
26 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
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adequate, and in the best interests of the Parties. The Parties are directed to implement the Settlement Agreement according to its terms and provisions.

7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release by Participating Class Members. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from Released Class Claims.

a. Release by Aggrieved Employees. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from Released PAGA Claims.

b. Plaintiffs' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiffs' Release. Furthermore, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant and its parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders.

10. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds that the Class Counsel Fees Payment of \$349,825, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The Court finds that the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$18,482.52, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related in any manner to this lawsuit, Agreement, settlement administration, Released Class Claims, and Released PAGA Claims.

a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of

1 \$349,825 is thirty-five percent (35%) of the common fund created for the
2 benefit of the Class and is supported by use of the percentage-fee method.
3 (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
4 Considering the results achieved, financial risk undertaken, difficult nature
5 of this litigation, skills required, percentage fees award in previous and
6 other cases, and contingent fees charged in the marketplace, the Court
7 finds that the Class Counsel Fees Payment is consistent with the
8 marketplace, is reasonable, and is approved.

- 9 b. The Court has reviewed the Declaration of Douglas Han regarding the
10 costs expended. Under the terms of the Settlement, Class Counsel may
11 seek reimbursement of up to \$20,000 in litigation costs. The Court finds
12 that Class Counsel expended \$18,482.52 in litigation costs, and such costs
13 were reasonable. The Court approves the payment of the Class Counsel
14 Litigation Expenses Payment of \$18,482.52 from the common fund for the
15 reimbursement of Class Counsel's litigation costs.

16 11. Class Representative Service Payments. The Court finds that the Class
17 Representative Service Payments of \$10,000, to be paid by Defendant to each Plaintiff (totaling
18 \$30,000) out of the Gross Settlement Amount, to be reasonable and appropriate. The Class
19 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
20 the Settlement Agreement.

- 21 a. The rationale for making enhancement payments is class representatives
22 should be compensated for the expense and risk they incurred in
23 conferring a benefit on the Class. Criteria courts consider include: (i) risk
24 to the class representatives in commencing suit; (ii) notoriety and personal
25 difficulties; (iii) amount of time and effort spent by the class
26 representatives; (iv) duration of the litigation; and (v) personal benefit (or
27 lack thereof) enjoyed by class representatives.

b. The Court has reviewed Plaintiffs' declarations. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payments of \$10,000 to each Plaintiff.

12. Administration Expenses Payment. The Court finds that Administration Expenses Payment of \$13,250, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the Declaration of Garvin Brown from ILYM Group, Inc., the Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$13,250 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds that the PAGA Penalties of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$12,500) will be distributed to Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding the Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.

1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
2 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend
3 that the Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
5 Brandon McKelvey, an experienced and well-respected mediator.

6 a. The fairness of the Settlement is demonstrated by there being no
7 objections to and no requests for exclusion from the Settlement.

8 b. The fairness of the Settlement is further illustrated by the gross *average*
9 Individual Class Payment being approximately \$439.50, and the gross
10 *highest* Individual Class Payment being about \$2,121.06.

11 16. Uncashed Checks. Participating Class Members and Aggrieved
12 Employees must cash or deposit their settlement checks within one hundred eighty (180)
13 calendar days after the checks are mailed to them by the Administrator. Uncashed settlement
14 checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund.

15 17. Modification of Settlement Agreement. The Participating Class Members
16 are authorized to agree to and adopt amendments to or modifications of the Settlement
17 Agreement by an express written instrument signed by all Parties or their representatives and
18 approved by the Court. Such amendments or modifications shall be consistent with this Order
19 and Judgment and cannot limit the rights of Participating Class Members under the Settlement.

20 18. Final Accounting and Compliance. The Court sets a compliance hearing
21 for December 5, 2025 in Department 23. At least five (5) court days before this hearing,
22 Plaintiffs shall file a compliance status report. Pursuant to Code of Civil Procedure section 384,
23 the compliance status report shall specify the total amount paid to Participating Class Members
24 and residual of the unclaimed settlement funds that will be paid to the entity identified as the
25 recipient of such funds in the Settlement Agreement.

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1 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
2 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

- 5 a. Enforcing the terms and provisions of the Settlement Agreement and
6 resolving any disputes, claims, or causes of action in this lawsuit that, in
7 whole or in part, are related to or arise out of the Settlement Agreement or
8 this Order and Judgment;
- 9 b. Entering such additional orders as may be necessary or appropriate to
10 protect or effectuate this Order and Judgment approving the Settlement
11 Agreement, and permanently enjoining Plaintiffs from initiating or
12 pursuing related proceedings, or to ensure the fair and orderly
13 administration of the Settlement Agreement; and
- 14 c. Entering any other necessary or appropriate orders to protect and
15 effectuate this Court's retention of continuing jurisdiction.

16 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
18 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

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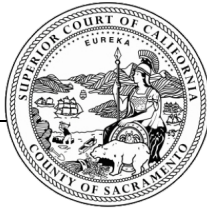
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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 **IT IS SO ORDERED.**

8
9 DATED: 04/14/2025



Jill Talley

HONORABLE JILL TALLEY
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On April 15, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Jennifer Antonio, et al. v. Buck Eats LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-1003696-24**
Court Case No.: 23CV006104
Sacramento County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 April 15, 2025, at Pasadena, California.



Sophia Hanneyan