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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA BARBARA

ROBERT BARAY, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

CURATION FOODS, INC, a Delaware
Corporation; LANDEC CORPORATION, a
Delaware Corporation; and DOES 1 through
50, Inclusive;

Defendants.

Case No. 21CV02834

[PROPOSED] JUDGMENT

Date: August 29, 2023
Time: 8:30 a.m.

Judge: Hon. James F. Rigali
Dept.: 2

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on August 29, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all persons who are or previously were employed by Defendants in
10 California and classified as non-exempt employees during the Class Period including participating
11 Class Members (a Class Member who does not submit a valid and timely exclusion request from
12 the Settlement) or Non-Participating Class Member (any Class Member who opts out of the
13 Settlement by sending a valid and timely exclusion request)." The Class Period is defined as the
14 period from July 16, 2017 to June 6, 2022.

15 2. All persons who meet the foregoing definition are members of the Settlement Class,
16 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
19 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
25 benefits.

26 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
27 Member who has not validly opted out has released the "Released Class Claims" against the
28 Defendants as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
2 The Released Class Claims are defined as all claims, demands, rights, liabilities that were pled in
3 any of the complaints in this matter, or which could have been pled in any of the complaints in this
4 matter than arose during the Class Period. As a matter of emphasis but not limitation, the Released
5 Claims shall include: (a) Unfair Competition in Violation of California Business & Professions Code
6 section 17200, et seq.; (b) Failure to Pay Minimum Wages in Violation of California Labor Code
7 section 1194, 1197, and 1197.1; (c) Failure to Pay Overtime Wages in Violation of California Labor
8 Code section 510, et seq.; (d) Failure to Provide Required Meal Periods in Violation of California
9 Labor Code sections 226.7 and 512; (e) Failure to Provide Required Rest Periods in Violation of
10 California Labor Code sections 226.7 and 512; (f) Failure to Provide Accurate Itemized Wage
11 Statements in Violation of California Labor Code section 226 and 226.2; (g) Failure to Provide
12 Wages When Due in Violation of California Labor Code sections 201, 202, and 203; (h) Released
13 Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses,
14 penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity,
15 of whatever kind or nature, whether known or unknown, suspected or unsuspected, and causes of
16 action, that could potentially arise from the receipt of any monies as a result of this settlement by
17 any member of the Settlement Class.

18 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
19 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
20 "Aggrieved Employee" has released the Defendant from the "Released PAGA Claims" for the
21 "PAGA Period" as set forth in the Agreement.

22 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
23 The Aggrieved Employees are defined as all of Defendants' current and former non-exempt
24 employees employed in California during the PAGA Period. The Released PAGA Claims are
25 defined as all claims for PAGA penalties alleged in the Action, including, but not limited to, PAGA
26 penalties, unpaid costs or expenses, attorneys' fees, litigation costs. The PAGA Period means the
27 period of May 12, 2020 to June 6, 2022.
28

1 9. This Court hereby grants final approval and awards the following: (i) One Hundred
2 Eighty One Thousand Seven Hundred Eighty Three Dollars and Twenty Four Cents (\$181,783.24)
3 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One
4 Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) and litigation expenses in the
5 amount of Sixteen Thousand Seven Hundred Eighty Three Dollars and Twenty Four Cents
6 (\$16,783.24); (ii) the Class Representative Service Award to Class Representative Robert Baray in
7 the amount of Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00); (iii)
8 settlement administration costs of Seven Thousand Nine Hundred Fifty Dollars (\$7,950.00) to
9 ILYM Group, Inc. ("Settlement Administration Costs"); and (iv) Fifteen Thousand Dollars and Zero
10 Cents (\$15,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development
11 Agency ("LWDA Payment").

12 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
13 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
14 section 2699(1)(3).

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

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19 DATED: _____, 2023

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21 _____
22 Hon. James F. Rigali
23 Judge, Superior Court for the State of California,
24 County of Santa Barbara
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