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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ISAIAH DAVIS, CHARLES HARRELL,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,
vs.

RPM JUICE, INC., a California Corporation;
RPM FOODS, INC., a California Corporation;
and DOES 1-50, Inclusive.

Defendants.

FILED
Superior Court of California
County of Los Angeles
11/17/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No. 21STCV14755

~~PROPOSED~~ JUDGMENT

Date: November 17, 2023
Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff
Dept.: 7

1 Plaintiffs' motion for an order finally approving the Amended Class Action and PAGA
2 Settlement Agreement and Class Notice ("Agreement") and Motion for Class Counsel Attorneys'
3 Fees and Litigation Costs Payment and Class Representative Service Payments duly came on for
4 hearing on November 17, 2023, before the above-entitled Court. The parties having settled this
5 action and the Court having entered an Order Granting Motion for Final Approval of Class Action
6 and PAGA Settlement and good cause appearing therefor,

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 non-exempt employees who are or previously were employed by RPM
10 Juice, Inc. and/or RPM Foods Inc. ("Defendants"), who performed work in California during the
11 period of April 19, 2017, through December 15, 2022 ("Class Period").

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
14 are 1,314 Class Members who worked for Defendants during the Class Period. After providing
15 Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

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

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

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

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1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The Released Class Claims are defined as all class claims alleged in the
3 operative complaint or reasonably could have been alleged, based on the facts stated in the Operative
4 Complaint that occurred during the Class Period (the “Class Claims”), and expressly excluding all
5 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
6 disability, social security, workers’ compensation, and claims outside the Class Period.

7 (b) The “Released Parties” means Defendants and each of their former and
8 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
9 successors, assigns, subsidiaries, partners, joint venturers, and affiliates.

10 7. As of the date the Defendants fund the Gross Settlement Amount in full, the
11 Plaintiffs, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
12 each “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims”
13 for the “PAGA Period” as set forth in the Agreement.

14 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:
15 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
16 employed by RPM Juice, Inc. and/or RPM Foods Inc., who performed work in California during
17 the period of February 8, 2020 through December 15, 2022 (“PAGA Period”).

18 (a) The Released PAGA Claims are defined as all claims for PAGA penalties
19 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
20 Complaint and the PAGA Notice that occurred during the PAGA Period, and expressly excluding
21 all other claims, including claims for vested benefits, wrongful termination, unemployment
22 insurance, disability, social security, workers’ compensation, and PAGA claims outside the PAGA
23 Period.

24 9. This Court hereby grants final approval and awards the following: (i) \$235,441.66
25 for the Class Counsel Attorneys’ Fees and Litigation Costs Payment comprised of one-third of the
26 Gross Settlement Amount, or Two Hundred Fifteen Thousand Four Hundred Forty-One Dollars and
27 Sixty-Six Cents (\$215,441.66) and costs and expenses in the amount of Twenty Thousand Dollars
28 (\$20,000.00); (ii) the Service Award Payments to Class Representatives, Isaiah Davis and Charles

1 Harrell, of Ten Thousand Dollars and Zero Cents (\$10,000.00) each; (iii) Settlement Administration
2 Fees of Thirteen Thousand Five Hundred Fifty Dollars and Zero Cents (\$13,550.00) to ILYM
3 Group, Inc.; (iv) Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) (75% of the PAGA
4 Payment) to the Labor and Workforce Development Agency (“LWDA PAGA Payment”); and (v)
5 Nine Thousand Dollars and Zero Cents (\$9,000.00) (25% of the PAGA Payment) to the Aggrieved
6 Employees.

7 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
8 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
9 California Labor Code section 2699(1)(3).

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
11 **ORDERED.**

12 DATED: 11/17/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over a horizontal line.

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Judge, Superior Court for the State of California,
County of Los Angeles