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Superior Court of California
County of Los Angeles

AUG 27 2019

Sherril R. Carter, Executive Officer/Clerk
By: Roxanne Arraiga, Deputy

6 Attorneys for Plaintiff
7 MARIA GOMEZ

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

10 MARIA GUADALUPE GOMEZ,
11 individually, and on behalf of others similarly
12 situated;
13 Plaintiff,

Case No.: BC689771

Assigned for all purposes:
Honorable Kenneth R. Freeman
Dept. SSC14

14 vs.

CLASS ACTION

15 FAIRWAY STAFFING SERVICES, INC., a
16 California Corporation; ELIZABETH'S
17 FOODS CO., INC., a California Corporation;
18 and DOES 1-50,
19 Defendants.

**ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ATTORNEYS' FEES AND
COSTS; AND JUDGMENT**

Hearing Date: August 27, 2019
Hearing time: 10:00 a.m.
Department SSC14

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22 **RECEIVED**
LOS ANGELES SUPERIOR COURT

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BY FAX

PROPOSED ORDER

1
2 The Motion of Plaintiff Maria Guadalupe Gomez (“Plaintiff”) for Final Approval of Class
3 Action Settlement came on regularly for hearing before this Court on August 27, 2019, pursuant
4 to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval
5 of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’
6 Second Amended Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
7 Agreement”) and the documents and evidence presented in support thereof, and recognizing the
8 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
9 and the substantial benefits to be received by the Class Members pursuant to the Settlement, the
10 Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate,
11 and is the product of good faith, arm’s length negotiations between the parties. Good cause
12 appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class
13 Action Settlement and HEREBY ORDERS THE FOLLOWING:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Court’s
15 Preliminary Approval Order. All terms used herein shall have the same meaning as defined in
16 the Settlement Agreement.

17 2. The conditional class certification contained in the Preliminary Approval Order is
18 hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as:
19 All non-exempt, hourly-paid employees who worked for Fairway Staffing Services, Inc.
20 (“Fairway”) assigned to work at any location of Elizabeth’s Food Co., Inc. (“Elizabeth’s”)
21 (Fairway and Elizabeth’s are hereinafter *collectively* “Defendants”) in the State of California from
22 January 11, 2014 through October 9, 2018.

23 3. Plaintiff Maria Guadalupe Gomez is hereby confirmed as the Class Representative,
24 and Heather Davis, Amir Nayebdadash, Cody Payne, and Kim Nguyen are hereby confirmed as
25 Class Counsel.

26 4. Notice was provided to Settlement Class members as set forth in the Settlement
27 Agreement, which was approved by the Court on May 23, 2019, and the notice process has been
28 completed in conformity with the Court’s Orders. The Court finds that said notice was the best

1 notice practicable under the circumstances. The Class Notice provided due and adequate notice
2 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
3 satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule
4 of Court 3.769, and due process.

5 5. The Court finds that no Class Member objected to or validly opted out of the
6 Settlement, and that the 100% participation rate in the Settlement supports final approval.

7 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
8 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
9 according to its terms.

10 7. For purposes of settlement only, the Court finds that: (a) the members of the Class
11 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to the Class and there is a well-defined community of interest
13 among the Class Members with respect to the subject matter of the litigation; (c) the claims of the
14 Class Representatives are typical of the claims of the members of the Class; (d) the Class
15 Representatives have fairly and adequately protected the interests of the Class Members; (e) a
16 class action is superior to other available methods for an efficient adjudication of this controversy;
17 and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Class.

18 8. The Court finds that given the absence of objections, and objections being a
19 prerequisite to appeal, this Order shall be considered final as of the date of notice of entry.

20 9. The Court orders that within 15 business days of entry of this Effective Date (as
21 defined in the Settlement Agreement), Fairway shall deposit the amount of \$130,000.00 and
22 Elizabeth's shall deposition the amount of \$130,000.00 with Phoenix Settlement Administrators
23 ("Settlement Administrator"), as provided for in the Settlement Agreement.

24 10. The Court finds that the Individual Settlement Payments, as provided for in the
25 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
26 distribute these payments in conformity with the terms of the Settlement.

27 11. The Court finds that the payment to the State of California Labor and Workforce
28 Development Agency ("LWDA") in the amount of \$750 for its 75% share of the civil penalties

1 allocated under the Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate,
2 and orders the Settlement Administrator to distribute this payment in conformity with the terms
3 of the Settlement.

4 12. The Court finds that a Class Representative incentive award in the amount of \$5,000
5 to Plaintiff is appropriate for the risks undertaken and her service to the Class. The Court finds
6 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
7 make this payment in conformity with the terms of the Settlement.

8 13. The Court finds that attorneys' fees in the amount of \$91,000 and actual litigation
9 costs of \$10,184.60 for Class Counsel are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the terms
11 of the Settlement.

12 14. The Court orders that the Settlement Administrator shall be paid \$7,000.00 from the
13 Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 15. This document shall constitute a final judgment pursuant to California Rule of Court
16 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
17 hearing, the court must make and enter judgment. The judgment must include a provision for the
18 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The
19 court may not enter an order dismissing the action at the same time as, or after, entry of judgment."
20 The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this
21 Judgment.

22 16. Neither Defendants nor any of the Released Parties shall have any further liability
23 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
24 as provided for by the Settlement Agreement.

25 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
26 Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of
27 any claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a
28 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any

1 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
2 be construed as an admission or concession by or against Defendants or any related person or
3 entity.

4 18. The Parties will bear their own costs and attorneys' fees except as otherwise
5 provided by this Court's Order awarding Class Counsel's award for attorneys' fees and litigation
6 costs.

7 19. By virtue of this Judgment, all Class Members (as defined in the Settlement
8 Agreement), have released and discharged Defendants and all of their officers, directors,
9 shareholders, investors, employees, agents, insurers, parent company, affiliates, subsidiaries,
10 successors, assigns, and any individual or entity that could be jointly liable with Defendant
11 (collectively the "Released Parties") from any and all claims for wages, damages, unpaid costs,
12 penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs, restitution,
13 or equitable relief, which Plaintiffs and Class Members had, or may claim to have, against any of
14 the Released Parties, arising out of the facts, circumstances, and primary rights alleged in the First
15 Amended Complaint, including (a) all claims for failure to pay wages, including overtime wages
16 and minimum wages; (b) all claims for failure to provide meal and/or rest periods, and associated
17 premium payments; (c) all claims for failing to pay wages timely during employment and upon
18 termination, and associated claims for waiting time penalties; (d) all claims for recordkeeping or
19 wage statement violations; (e) all claims for failure to reimburse business expenses; (f) any claim
20 for violation of California Business and Professions Code §§ 17200, *et seq.*, arising from the
21 above-referenced claims and those claims set forth in the FAC; and (g) all claims for penalties
22 under PAGA. (Collectively, the "Released Claims.") The period of the Release shall extend from
23 January 11, 2014 through October 9, 2018.

24 20. Also, by virtue of this Judgment, Plaintiff has released, in addition to the Released
25 Claims described above, all claims, whether known or unknown, under federal or state law,
26 against the Released Parties. Plaintiff understands that this release includes unknown claims and
27 that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California
28 Civil Code, which provides: "A general release does not extend to claims which the creditor does

1 not know or suspect to exist in his or her favor at the time of executing the release, which if known
2 by him or her must have materially affected his or her settlement with the debtor.”

3 21. The Court finds that Plaintiff gave notice to the California Labor Workforce and
4 Development Agency (“LWDA”) and to Defendants of her intention to pursue claims for civil
5 penalties under PAGA arising out of the facts and legal theories alleged in the First Amended
6 Complaint, that the LWDA did not give notice that it intended to investigate these claims within
7 65 days of receiving Plaintiff notice, and that Plaintiff is therefore authorized to pursue these
8 claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of this proposed
9 settlement of those claims under PAGA to the LWDA in accordance with Labor Code section
10 2699(1)(2), and that the LWDA has not expressed any objection to the proposed settlement.
11 Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California,
12 or any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid
13 wages due to Settlement Class Members, to the extent those penalties or unpaid wages arise out
14 of the Released Claims or the facts giving rise to those claims. *Arias v. Sup. Ct.* (2009) 46 Cal.4th
15 969, 985-986.

16 **IT IS SO ORDERED.**
17 **AUG 27 2019**

KENNETH R. FREEMAN

18 Dated: _____, 2019

19 _____
20 Honorable Kenneth Freeman
21 Judge of the Superior Court