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FILED
Clerk of the Superior Court

FEB 28 2020

By: M. Garland

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ALEJANDRO AMADOR, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

RMJV, LP, an unknown business entity doing
business as FRESH CREATIVE FOODS; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 37-2018-00045893-CU-OE-NC

Honorable Jacqueline M. Stern
Department N-27

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: February 28, 2020
Hearing Time: 1:30 p.m.
Hearing Place: Department N-27

Complaint Filed: September 7, 2018
Jury Trial: None Set

1 This matter has come before the Honorable Jacqueline M. Stern in Department N-27 of the
2 San Diego County Superior Court – North County Division, located at 325 S. Melrose Dr. Vista, CA
3 92081, on Plaintiff Alejandro Amador’s (“Plaintiff”) Motion for Final Approval of Class Action
4 Settlement, Attorneys’ Fees, Costs, and Class Representative Enhancement Payment (“Motion for
5 Final Approval”). Justice Law Corporation appeared on behalf of Plaintiff and the Class. Davis
6 Wright Tremaine LLP appeared on behalf of Defendant RMJV, LP. (“Defendant”).

7 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 1. All terms used herein shall have the same meaning as defined in the Parties’ Joint
9 Stipulation of Class Action Settlement and Release (“Settlement,” “Agreement,” or “Settlement
10 Agreement”).

11 2. The Court finds that the applicable requirements of California Code of Civil
12 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
13 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
14 certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary
15 Approval of Class Action Settlement. The Class is hereby defined to include: All current and
16 former California-based (*i.e.*, currently “residing” in California with the intent to remain in
17 California indefinitely) hourly-paid or non-exempt employees (either directly or through a staffing
18 agency or labor contractor) employed by Defendants within the State of California at any time
19 from September 7, 2014 to May 31, 2019.

20 3. The direct-mail notice (“Notice of Class Action Settlement”) given to the Class
21 Members fully and accurately informed the Class Members of all material elements of the
22 Settlement and of their opportunity to object to, comment thereon, or to seek exclusion from, the
23 Settlement; was the best notice practicable under the circumstances; was valid, due and sufficient
24 notice to all Class Members; and complied fully with the laws of the State of California, the
25 United States Constitution, due process and other applicable law. The Notice of Settlement fairly
26 and adequately described the Settlement and provided the Class Members adequate instructions
27 and a variety of means to obtain additional information.

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1 4. This Court has jurisdiction over the claims of the Class Members asserted in this
2 proceeding and over all Parties to the Action, including the Class.

3 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
4 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More
5 specifically, the Court finds that the Settlement was reached following meaningful discovery and
6 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
7 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement
8 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
9 evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk,
10 expense, and complexity of the claims presented; the likely duration of further litigation; the
11 amount offered in Settlement; the extent of investigation and discovery completed; and the
12 experience and views of Class Counsel. The Court further has considered the absence of objection
13 to the Settlement by Class Members, as well as the absence of requests for exclusion.
14 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
15 Settlement Agreement and the following terms and conditions.

16 6. A full opportunity has been afforded to the Class Members to participate in this
17 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class
18 Members also have had a full and fair opportunity to exclude themselves from the Settlement and
19 the Class. Accordingly, the Court determines that Plaintiff and all Class Members other than the
20 individuals that timely excluded themselves from this Settlement are bound by the Settlement
21 Agreement, release of Released Claims, and this Final Approval Order and Judgment.

22 7. It is hereby ordered that Defendant fund the settlement in accordance with the
23 Settlement Agreement.

24 8. It is hereby ordered that the Claims Administrator, Phoenix Class Action
25 Administration Solutions, shall pay the Claim Amounts to Claimants in accordance with the
26 Settlement Agreement.

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1 9. The Court finds that the Class Representative Enhancement Payment in the amount
2 of \$7,500.00 to Plaintiff Alejandro Amador is fair and reasonable in light of the risks and burdens
3 undertaken by Plaintiff in this Action and for his time and effort in bringing and prosecuting this
4 matter on behalf of the Class and is hereby approved. It is hereby ordered that the that the Claims
5 Administrator shall issue the Class Representative Enhancement Payment of \$7,500.00 to Plaintiff
6 Alejandro Amador, in accordance with the Settlement Agreement.

7 10. It is hereby ordered that the Claims Administrator, Phoenix Class Action
8 Administration Solutions shall pay itself a payment of \$10,913.50 for the services performed and
9 costs incurred in administration of the Settlement.

10 11. The Court finds that Class Counsel's request for attorneys' fees falls within the
11 range of reasonableness and the results achieved justifies the award. Class Counsel's request for
12 attorneys' fees is hereby approved. It is hereby ordered that the Claims Administrator shall pay
13 the Class Counsel's attorneys' fees in the amount of \$350,000.00 in accordance with the
14 Settlement Agreement.

15 12. The Court finds that Class Counsel's litigation costs and expenses in prosecuting
16 this Action were reasonably incurred. Class Counsel's request for reimbursement of litigation
17 costs and expenses is hereby approved. It is hereby ordered that the Claims Administrator shall
18 pay Class Counsel for reimbursement of litigation costs and expenses in the amount of \$17,030.49
19 in accordance with the Settlement Agreement.

20 13. Neither the making of the Settlement Agreement nor the entry into the Settlement
21 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of any
22 claims in the Complaint or of any other wrongdoing. Further, the Settlement Agreement is not a
23 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
24 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
25 construed as an admission or concession by or against Defendant or any related person or entity.

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1 14. With this Final Approval of the proposed Settlement and conditioned upon
2 Defendant's obligation to fund the Gross Settlement Amount under Paragraph 51 of the
3 Settlement, it is hereby ordered that Class Members and their successors shall conclusively be
4 deemed to have given a release, as set forth in the Settlement Agreement and Notice, against the
5 Defendant, and all such Class Members and their successors shall be permanently enjoined and
6 forever barred from asserting any claim related to this Action against the Defendant.

7 15. After entry of this Final Approval Order and Judgment, pursuant to California
8 Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction over the
9 Action, the Class Representative, the Class Members, and Defendant for the purposes of
10 supervising the implementation, enforcement, construction, administration and interpretation of the
11 Settlement Agreement and this Judgment.

12 16. Notice of entry of this Final Approval Order and Judgment shall be given to Class
13 Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class Action
14 Administration Solutions website for no less than a period of sixty (60) days.

15 **IT IS SO ORDERED.**

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17 Dated: FEB 28 2020, 2019

Jacqueline M. Stern

Honorable Jacqueline M. Stern
Judge of the Superior Court

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CLERK'S CERTIFICATE

The foregoing document, consisting of
5 page(s) is a full, true, and correct
copy of the original copy on file in
this office.

Clerk of the Superior Court
Date 2/28/20 by M. Garland
M. GARLAND