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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

09/08/2021 at 01:52:00 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

5 *Attorneys for Plaintiff and the Class*

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SAN DIEGO**

9 LUIS INIGUEZ, individually, and on behalf of
10 other members of the general public similarly
situated;

11 Plaintiff,

12 vs.

13 JENSEN MEAT CO A CORP, an unknown
business entity; JENSEN MEAT
14 COMPANY, an unknown business entity;
JENSEN MEAT COMPANY, INC., an
15 unknown business entity; and DOES 1 through
100, inclusive,

16 Defendants.
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Case No.: 37-2019-00001589-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

**~~[REVISED PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Date: September 3, 2021
Time: 1:30 p.m.
Department: C-72

Complaint Filed: January 9, 2019
FAC Filed: June 24, 2019
Trial Date: None Set

1 This matter has come before the Honorable Timothy Taylor in Department C-72 of the
2 above-entitled Court, located at Central Division, Hall of Justice, 330 West Broadway, San Diego,
3 California 92101, on Plaintiff Luis Iniguez’s (“Plaintiff”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Costs, and Enhancement Award (“Motion for Final
5 Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Atkinson, Andelson,
6 Loya, Ruud & Romo appeared on behalf of Defendants Jensen Meat Co A Corp, Jensen Meat
7 Company, and Jensen Meat Company, Inc. (“Defendants”).

8 On October 30, 2020, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
11 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
12 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly paid or non-exempt individuals who worked for
26 any of the Defendants in California at any time during the period from January
27 9, 2015 through November 4, 2019 (“Class” or “Class Members”).

28 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the

1 Class Members, fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
3 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
4 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
12 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
13 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
14 Court has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
16 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
17 completed; and the experience and views of Class Counsel. The Court has further considered the
18 absence of objections to and requests for exclusion from the Settlement submitted by Class
19 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
20 with the Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
25 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
26 Order and Judgment.

27 7. The Court finds that payment of Settlement Administration Costs in the amount of
28 \$6,000.00 is appropriate for the services performed and costs incurred and to be incurred for the

1 notice and settlement administration process. It is hereby ordered that the Settlement
2 Administrator, Phoenix Class Action Administration Solutions , shall issue payment to itself in the
3 amount of \$6,000.00, in accordance with the terms and methodology set forth in Settlement
4 Agreement.

5 8. The Court finds that the Enhancement Award sought is fair and reasonable for the
6 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
7 Administrator issue payment in the amount of \$5,000.00 to Plaintiff Luis Iniguez for his
8 Enhancement Award, according to the terms and methodology set forth in the Settlement
9 Agreement.

10 9. The Court finds that the request for attorneys' fees in the amount of \$140,000.00 to
11 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
12 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
13 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
14 amount of \$140,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
15 methodology set forth in the Settlement Agreement.

16 10. The Court finds that reimbursement of litigation costs and expenses in the amount
17 of \$23,436.47 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
18 Settlement Administrator issue payment in the amount of \$23,436.47 to Class Counsel for
19 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
20 forth in the Settlement Agreement.

21 11. The Court hereby enters Judgment by which Settlement Class Member shall be
22 conclusively determined to have given a release of any and all Released Claims against the
23 Released Parties, as set forth in the Settlement Agreement and Class Notice.

24 12. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount into
25 an account established by the Settlement Administrator within thirty (30) business days after the
26 Effective Date, in accordance with the terms and methodology set forth in the Settlement
27 Agreement.

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1 13. It is hereby ordered that the Settlement Administrator shall distribute Individual
2 Settlement Payments to the Settlement Class Members within ten (10) business days after
3 Defendants fund the Gross Settlement Amount, according to the methodology and terms set forth
4 in the Settlement Agreement.

5 14. After entry of this Final Approval Order and Judgment, pursuant to California Rules
6 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
7 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
9 any dispute arising from or in connection with the distribution of settlement benefits.

10 15. Notice of entry of this Final Approval Order and Judgment shall be given to the
11 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
12 Action Administration Solutions 's website for a period of at least sixty (60) calendar days after
13 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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Dated: 09/08/2021



HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

1
2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203,
Glendale, California 91203.

5 On September 7, 2021, I served the foregoing document(s) described as:

- 6 • **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

7 on interested parties in this action as follows:

8 Michael J. O'Connor, Jr. (Michael.OConnor@aalrr.com)
9 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**
4275 Executive Square, Suite 700
10 La Jolla, CA 92037

11 Sarkis A. Atoyán (Sarkis.Atoyán@aalrr.com)
12 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**
201 South Lake Avenue, Suite 300
13 Pasadena, CA 91101

14 *Attorneys for Defendant Jensen Meat Company, Inc.*

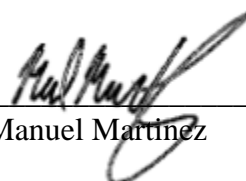
15
16 **[X] BY E-MAIL**

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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19 **[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

20 Executed on September 7, 2021, at Glendale, California.

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24 
Manuel Martinez

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203