

Lewis v. McManga Foods, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Toll-Free: (800) 523-5773
Facsimile: (949) 209-2503

October 6, 2021

To:

All Class Members in the case of *Lewis v. McManga Foods, Inc.*, Riverside Superior Court Case No. RIC1904964, PLEASE TAKE NOTICE that the Court has entered the following ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT, which you can view, attached. if you would like more information about the final approval order or the Final Judgment, please contact Class Counsel:

Kevin Mahoney, Esq.
kmahoney@mahoney-law.net
John A. Young, Esq.
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Louis Benowitz, Esq.
Louis@SmithBenowitz.com
Benjamin Smith, Esq.
Benjamin@SmithBenowitz.com
SMITH & BENOWITZ
4515 Van Nuys Boulevard, Suite 302
Sherman Oaks, California 91403
Telephone:(818) 839-7800
Facsimile: (818) 839-9700

AEGIS LAW FIRM, PC
KASHIF HAQUE, Esq.
JESSICA L. CAMPBELL, Esq.
KRISTY R. CONNOLLY, Esq.
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Kevin Mahoney, Esq. (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young, Esq. (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 06 2021

M. Youngberg

Attorneys for Plaintiff FRANCHESKA LEWIS, as an individual and on behalf of all similarly situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF RIVERSIDE**

FRANCHESKA LEWIS,

Plaintiff,

v.

MCMANGA FOODS, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: RIC1904964

Consolidated Cases:

Williams v. McManga Foods, Inc. RIC2001024

Solis v. McManga Foods, Inc., RIC2001656

Lewis v. McManga Foods, Inc., RIC2002288

AMENDED ~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT

Assigned for All Purposes:

Hon. James T. Latting, Dept.: PS2

Date: October 6, 2021

Time: 8:30 a.m.

Dept. PS2

Res. ID: 974948461579

Complaint Filed: September 30, 2019

Trial Date: No Trial Date Set

1 **AMENDED [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 On September 20, 2021, Plaintiffs FRANCHESKA LEWIS, ASHLEY SOLIS, and
3 TIANA WILLIAMS (“Plaintiffs”) Motion for Final Approval of Class Action Settlement
4 (“Motion”) pursuant to California Rules of Court, Rule 3.769, came on for hearing in Department
5 PS2 of the Superior Court of California, County of Riverside, as set forth in the Stipulation of
6 Class Action Settlement and Release. The Court denied the Motion without prejudice and ordered
7 Plaintiff to file an amended Order and Judgment. The Stipulation of Class Action Settlement and
8 Release subject to this approval is filed as Exhibit A to the Declaration of John A. Young in
9 Support of Plaintiffs’ Motion and Motion for Preliminary Approval of Class Actions Settlement
10 filed March 18, 2021 (“Settlement Agreement”). The Settlement Agreement is also concurrently
11 filed as Exhibit A to the Declaration of John A. Young in support of Plaintiffs’ Motion for Final
12 Approval of Class Action Settlement. All terms used herein shall have the same meaning as
13 defined in the Settlement Agreement. Plaintiffs and Defendant McManga Foods, Inc.
14 (“Defendant”) are jointly referred to as “Parties.”

15 In accordance with the Order Granting Plaintiffs’ Motion for Preliminary Approval of
16 Class Action Settlement entered by the Court on May 14, 2021, Class Members have been given
17 notice of the terms of the Settlement and the opportunity to submit a request for exclusion, object
18 to any of the terms of the Settlement or comment. The Court, having fully reviewed and
19 considered the Settlement, supporting papers filed by the Parties, and the evidence received by
20 the Court in conjunction with the Motion for Preliminary Approval and supplemental documents,
21 and Motion for Final Approval of the Settlement, the Court grants final approval of the Settlement
22 and **HEREBY MAKES THE FOLLOWING DETERMINATIONS, ADJUDGES, AND**
23 **ORDERS:**

24 1. The Court has jurisdiction over the subject matter of the action and over all Parties
25 to the action, including all Class Members. Pursuant to this Court's Preliminary Approval Order,
26 signed on May 14, 2021, the Notice of Class Action Settlement and Employment Information and
27 Dispute Form (“Notice”) were sent to each Class Member by First Class U.S. mail. The Notice
28 informed Class Members of (1) appropriate information about the nature of this Action, the

1 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
2 (2) appropriate information about Plaintiffs and Class Counsel's forthcoming applications for the
3 enhancement payment to the Class Representative and the Class Counsel attorneys' fees and
4 litigation costs award; (3) appropriate information about how the proceeds of the Settlement will
5 be distributed, and about Class Members' rights to appear through counsel, if they desire; (4)
6 appropriate information about how to object to the Settlement, if a Class Member chooses to do
7 so; (5) appropriate instructions as to how to obtain additional information regarding this Action
8 and the Settlement; and (6) where to access any judgment entered in this case following final
9 approval. Adequate periods of time were provided by each of these procedures. No member of
10 the Class presented written objections to the proposed Settlement as part of this notice process or
11 stated an intention to appear at the final approval hearing. Pursuant to the Court's May 14, 2021
12 Order, the 60-day Response Deadline has lapsed. No Class Member presented written objections
13 to the Settlement as part of the notice process or stated an intention to appear at the final approval
14 hearing.

15 2. For purposes of this Final Approval Order and Judgment, the Court confirms
16 certification of the Class defined as follows: all non-exempt employees, currently and formerly
17 employed by Defendant, in the state of California during the Class Period. The Class Period is
18 September 30, 2015 through and including February 29, 2020. Three (3) Class Members
19 submitted a timely and valid Request for Exclusion form and therefore are not part of the Class.
20 The names of the Class Members are: Toyokazu Gonzales, Arshdeep Kaur, and Wendy Omo.

21 3. The Court finds and determines that the Notice and the notice procedure afforded
22 adequate protections to Class Members and permit the Court to make an informed decision
23 regarding final approval of the Settlement based on the responses of Class Members. The Court
24 finds and determines that the Notice provided in this case satisfies the requirements of law and
25 due process as to all persons entitled to such notice.

26 4. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
28 provisions of the Settlement, including the release of claims contained therein, should be and

1 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
2 according to its terms. A Class Member who did not file and serve an objection in the manner and
3 by the deadline specified in the Notice and the Objection Form is deemed to have waived all
4 objections and is foreclosed from making any objections to the Settlement, whether by appeal or
5 otherwise.

6 5. Any Class Member who elected to opt-out of the Class in the manner and within
7 the time limits specified in the Class Notice and Request for Exclusion Form: (1) shall not have
8 any rights under the Settlement; (2) shall not be entitled to receive any compensation under the
9 Settlement, except for the PAGA Payment to PAGA Members; (3) shall not have standing to
10 submit any objection to the Settlement; and (4) shall not be bound by the Settlement.

11 6. Except for the three (3) Class Members who elected to opt-out of the Class in the
12 manner and within the time limits specified in the Notice and Request for Exclusion Form, all
13 Class Members, shall be deemed to be within the Class for all purposes under the Settlement, and
14 shall be bound by the terms and conditions of the Settlement, including all orders issued pursuant
15 thereto.

16 7. The Released Parties are released and discharged from any and all liability with
17 respect to the Released Claims as provided in the Settlement.

18 8. The Class members have agreed to release all "Released Claims." "Released
19 Claims" means the claims that Plaintiffs, the other Participating Class Members have stated in the
20 complaint and those based upon the facts alleged in the complaint are fully and forever
21 irrevocably released, in exchange for the consideration provided for by this Agreement. "Released
22 Parties" means Defendant's, current, former, and future officers, directors, employees, and agents.

23 9. The Court further finds and determines that the terms of the Settlement resolve
24 and settle all of Plaintiffs' Release of Claims as provided in the Settlement. Plaintiffs, on behalf
25 of themselves, their heirs, successors, assigns, executors, trustees, and estates, in exchange for the
26 terms and conditions of this Agreement, including the Class Representative Enhancement Awards
27 requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and
28 forever release the Released Parties, to the full extent permitted by law, of and from any and all

1 claims arising from their employment with Defendant, known and unknown, asserted and
2 unasserted, which Plaintiffs had or may have had against the Released Parties, whether sounding
3 in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims for
4 violation of any local, state, or federal, statute, rule, or regulation.

5 10. The Court finds and determines that (a) the individual settlement payments to be
6 paid to the PAGA Members and (b) payment to the California Labor and Workforce Development
7 Agency ("L WDA") as civil penalties under the California Labor Code Private Attorneys General
8 Act of 2004, as amended, California Labor Code sections 2699 et seq., as provided for by the
9 Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the
10 payment of, those amounts to be made to the Class Members and to the L WDA, in accordance
11 with the terms of the Settlement.

12 11. The Court further grants final approval to and orders that the following payments
13 be made in accordance with the terms of the Settlement:

14 a. Attorney Fee Award of two hundred sixty thousand dollars (\$260,000.00)
15 and Cost Award of thirteen thousand two hundred eleven dollars and forty-
16 seven cents (\$13,211.47);

17 i. Pursuant to the fee-split agreement, of the two hundred sixty
18 thousand dollars (\$260,000.00) Mahoney Law Group, APC shall
19 receive one hundred forty-six thousand two hundred fifty dollars
20 (\$146,250.00); Smith & Benowitz shall receive eighty-four
21 thousand eight hundred twenty-five dollars (\$84,825.00); Bhatia
22 Firm P.C. shall receive nine thousand four hundred twenty-five
23 dollars (\$9,425.00); and Aegis Law Firm shall receive nineteen
24 thousand five hundred dollars (\$19,500.00);

25 ii. Mahoney Law Group, APC shall receive ten thousand four hundred
26 two dollars and six cents (\$10,402.06) in expense reimbursement;
27 Smith & Benowitz shall receive five hundred twenty-four dollars
28 and eighty-five cents (\$524.85); Bhatia Law Firm, PC shall receive

1 seventy-five dollars (\$75.00); Aegis Law Firm shall receive two
2 thousand two hundred nine dollars and fifty-six cents (\$2,209.56)
3 in expense reimbursement.

4 b. Class Representatives Enhancement Awards of five thousand dollars (\$5,000.00)
5 each to Plaintiffs Francheska Lewis, Tiana Williams, and Ashley Solis,
6 collectively fifteen thousand dollars (\$15,000.00) for their service as class
7 representatives;

8 c. Ten thousand dollars (\$10,000.00) for Settlement Administrator Cost to Phoenix
9 Class Action Solutions;

10 d. Twenty thousand dollars (\$20,000.00) in PAGA penalties, 75% (or \$15,000.00) to
11 the LWDA and 25% (or \$5,000.00) to be distributed among PAGA Members.

12 12. The Settlement shall proceed as directed in the Settlement, and no payments
13 pursuant to the Settlement shall be distributed until after the "Effective Date" (defined in the
14 Settlement Agreement). Without affecting the finality of this Final Approval Order and Judgment
15 in any way, the Court reserves continuing and exclusive jurisdiction of all matters relating to the
16 interpretation, administration, implementation, effectuation, consummation and enforcement of
17 this Final Approval Order and Judgment and the terms of this Settlement pursuant to California
18 Rule of Court 3.769(h).

19 13. No later than twenty-one (21) calendar days after the Final Approval Date,
20 Defendant shall pay the Gross Settlement Amount of seven hundred eighty thousand dollars
21 (\$780,000.00). Within fifteen (14) calendar days after the Settlement is funded, the Settlement
22 Administrator shall pay all payments due under the Settlement, including all Individual
23 Settlement Payments, the Attorneys' Fee Award, the Cost Award, the Class Representative
24 Enhancement Payments, the PAGA payment, and the Administration costs in the amounts
25 mentioned above.

26 14. Each Participating Class Member will receive a proportionate share of the Net
27 Settlement Amount. The Claims Administrator shall divide the Net Settlement Amount by the
28 total number of workweeks Participating Class Members worked during the Class Period and the

1 PAGA Period in order to determine the amount each Participating Class Member is entitled to for
2 each workweek he or she was employed by Defendant (the "Weekly Amount"). The Claims
3 Administrator will multiply the Weekly Amount by the estimated total number of workweeks that
4 each Participating Class Member worked during the Class Period. Therefore, the value of each
5 Class Member's Individual Settlement Payment ties directly to the length of their employment
6 with Defendant.

7 15. The Settlement Administrator shall ensure that each envelope containing the
8 individual settlement payment to each Class Member shall bear the notation, "YOUR CLASS
9 ACTION SETTLEMENT CHECK IS ENCLOSED."

10 16. Participating Class Members must cash or deposit their Individual Settlement
11 Payments checks within one hundred and eighty (180) calendar days after the checks are mailed
12 to them. The Individual Settlement Payment checks are negotiable for ninety (90) days. If any
13 checks are not negotiated, redeemed or deposited within sixty (60) days after mailing, the
14 Settlement Administrator will send a reminder postcard indicating that unless the check is
15 redeemed or deposited in the next one hundred twenty (120) days, it will expire, and offer to
16 replace the check if it was lost or misplaced. Participating Class Members will have one hundred
17 and eighty (180) calendar days from the date of issuance of their Individual Settlement Payment
18 check to cash or negotiate their Individual Settlement Payment check. To the extent that
19 Individual Settlement payment checks have not been cashed or negotiated within the 180-day
20 time period, the checks will be cancelled and the funds associated with such checks will be
21 transmitted in accordance with section 384 of the California Code of Civil Procedure, as amended,
22 to the University of San Diego School of Law Children's Advocacy Institute.

23 17. The Settlement Administrator shall arrange with Defendant to have their payments
24 delivered to their employees at the place of their employment if (i) any of the Class Members are
25 current employees of the Defendant, and (ii) the payment mailed to those employees is being
26 returned as undeliverable and the Settlement Administrator is unable to locate a valid mailing
27 address.

28 18. Nothing in this Final Approval Order and Judgment shall preclude any action to

1 enforce the Parties' obligations under the Settlement or hereunder, including the requirement that
2 Defendant deposit funds for distribution by the Settlement Administrator to Class Members in
3 accordance with the Settlement.

4 19. The Court hereby enters final Judgment in this case in accordance with the terms
5 of the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

6 20. The Parties are hereby ordered to comply with the terms of the Settlement.

7 21. Neither this Final Approval Order and Judgment nor the Settlement Agreement on
8 which it is based are an admission or concession by any party of any fault, omission, liability, or
9 wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action
10 or a determination of any wrongdoing by any party. The final approval of the Parties' settlement
11 will not constitute any opinion, position, or determination of this Court, one way or the other, as
12 to the merits of the claims or defenses of any party. Upon completion of administration of the
13 Settlement, the Parties shall file a final report regarding the distribution of settlement funds and a
14 proposed amended judgment by April 4, 2022. Pursuant to C.C.P. § 384, the report shall be in the
15 form of a declaration from the Settlement Administrator or other declarant with personal
16 knowledge of the facts and to describe (i) the date checks were mailed, (ii) total number of checks
17 mailed to the Class Members, (iii) the average amount of those checks, (iv) the number of checks
18 that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the
19 uncashed checks, and (vi) the nature and date of the disposition of those unclaimed funds.

20 22. Within ten (10) days after the Court's entry of this Final Judgment, the Settlement
21 Administrator will give notice of entry of judgment to Settlement Class Members pursuant to
22 California Rules of Court, rules 3.771(b) by posting a notice and copy of the Final Judgment on
23 its website at the following web address: [http://www.phoenixclassaction.com/class-action-
24 lawsuits/judgments/](http://www.phoenixclassaction.com/class-action-lawsuits/judgments/) (along with the Settlement Agreement, Class Notice, and other pertinent
25 documents). The Notice shall state as follows:

26 To all Class members in the case of *Lewis v. McManga Foods, Inc.*, Riverside
27 Superior Court Case No. RIC1904964, PLEASE TAKE NOTICE that the
28 Court has entered the following ORDER GRANTING FINAL APPROVAL



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

23. A compliance hearing is set for ~~April 15, 2022~~ (or May 11, 2022 a date more convenient for the Court) in Department PS2 of the Riverside County Superior Court.

24. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 10-6-2021


The Honorable ~~James T. Lattin~~
Judge of the Superior Court
 Randolph A. Rogers