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FILED
 KERN COUNTY

JUL 22 2022

BY _____ DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF KERN**

GEORGE MARIN, JR., as an individual
 and on behalf of all others similarly
 situated,

Plaintiff,

vs.

DREYER'S GRAND ICE CREAM,
 INC., a Delaware corporation; NESTLE
 DREYER'S ICE CREAM COMPANY, a
 Delaware corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: BCV-20-101799

[Assigned for all purposes the Hon. Thomas S.
 Clark, Dept. 17]

**~~PROPOSED~~ ORDER GRANTING
 PLAINTIFF'S MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND JUDGMENT**

Date: July 22, 2022

Time: 8:30 A.M.

Dept.: 17

Complaint Filed: August 4, 2020

Trial Date: None

1 Plaintiff George Marin, Jr. ("Plaintiff") and Defendants Dreyer's Grand Ice Cream, Inc.
2 and Nestle Dreyer's Ice Cream Company ("Defendants") (collectively, the "Settling Parties")
3 have entered into the Joint Stipulation and Settlement of Class Action ("Settlement
4 Agreement" or "Stipulation") to settle the above-captioned class action subject to the Court's
5 approval (the "Settlement").

6 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class
7 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion which came on for
9 hearing on July 22, 2022.

10 **I. BACKGROUND**

11 On August 4, 2020, Plaintiff initiated this action in the Superior Court of the State of
12 California for the County of Kern, alleging the following class action claims: (1) violation of
13 Labor Code §§ 510, 558, and 1194; (2) violation of Labor Code §§ 201, 202, and 203; (3)
14 violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code § 226.7; and (5)
15 violation of Business and Professions Code § 17200, *et seq.*

16 **A. Class Members and PAGA Representative Action Members**

17 The "Class Members" are defined as: All current and former nonexempt employees
18 employed by Nestlé Dreyer's Ice Cream Company who: (a) worked at any time during the
19 Class Period at either the Dreyer's Tulare, California or Bakersfield, California facilities; (b)
20 were not members of the union during the Class Period; and (c) did not previously release the
21 claims alleged in the Action (the "Class").

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class
24 and granted preliminary approval of the Settlement. The Preliminary Approval Order also
25 approved of the proposed form of class notice and notice plan. The Court entered the
26 Preliminary Approval Order after review and consideration of the pleadings filed in connection
27 herewith, and the oral presentations made by counsel at the hearing.

28 In compliance with the Preliminary Approval Order, the Notice of Class Action

1 Settlement ("Notice") was sent to all Class Members via U.S. first class mail. The notice
2 dissemination process was timely completed.

3 This Court finds that the Settlement appears to be the product of serious, informed,
4 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
5 preferential treatment to any individuals. The Court further finds that the Settlement is fair,
6 reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
7 class action settlement under California law. Under the provisions of California Code of Civil
8 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California
9 state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has
10 discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class
12 predominate over any questions affecting only individual members,
13 and that a class action is superior to the available methods for the
14 fair and efficient adjudication of the controversy ... Fed. R. Civ.
Proc. 23.

15 Certification of a settlement class is the appropriate judicial device under these circumstances.

16 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
17 AS FOLLOWS:

18 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
19 Settlement Agreement filed in this case.

20 2. The Court has jurisdiction over the subject matter of the litigation, the Class
21 Representative, the other members of the Participating Settlement Class, and Defendants.

22 3. The Court finds that the dissemination of the Notice to the Class Members
23 constituted the best notice practicable under the circumstances to all persons within the
24 definition of the Class, and fully met the requirements of California law and due process under
25 the United States Constitution. No objections were received by the Parties or the Court through
26 the date of this Order. The Court finds that no Class Member submitted a request for exclusion
27 from the settlement as determined by the Claims Administrator.

28 4. The Court approves the settlement of the above-captioned action, as set forth in

1 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
2 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
3 Agreement.

4 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
5 are to bear their own costs and attorneys' fees.

6 6. The Court hereby certifies the following Class for settlement purposes only: All
7 current and former nonexempt employees employed by Nestlé Dreyer's Ice Cream Company
8 who: (a) worked at any time during the Class Period at either the Dreyer's Tulare, California or
9 Bakersfield, California facilities; (b) were not members of the union during the Class Period;
10 and (c) did not previously release the claims alleged in the Action.

11 7. With respect to the Class and for purposes of approving the Settlement only and
12 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
13 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
14 questions of law or fact common to the Class, and there is a well-defined community of
15 interest among members of the Class with respect to the subject matter of the claims in the
16 Litigation; (c) the claims of Class Representative is typical of the claims of the members of the
17 Class; (d) the Class Representative has fairly and adequately protected the interests of the
18 members of the Class; (e) a class action is superior to other available methods for an efficient
19 adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,
20 Class Counsel, are qualified to serve as counsel for the Plaintiff in her individual and
21 representative capacity and for the Class.

22 8. Defendants shall fund \$200,000.00 of the total settlement amount pursuant to the
23 terms of the Settlement Agreement.

24 9. The Court approves the individual settlement payment amounts, which shall be
25 distributed pursuant to the terms of the Settlement Agreement.

26 10. The \$200,000.00 Settlement Amount shall be used to pay (a) Class Counsel
27 attorneys' fees in the amount of \$66,666.00 and reimbursement of litigation costs in the
28 amount of \$14,002.93; (b) a service award to the Class Representative George Marin, Jr. to

1 reimburse him for his unique services in the following amount: \$10,000.00; and (c) \$8,750.00
2 to the settlement administrator – Phoenix Settlement Administrators (the “Claims
3 Administrator”) for its fees and costs relating to the settlement administration process. The
4 Court finds that these amounts are fair and reasonable. Defendants are directed to make such
5 payments in accordance with the terms of the Settlement Agreement. The allocation and
6 distribution of these amounts shall be performed by Claims Administrator.

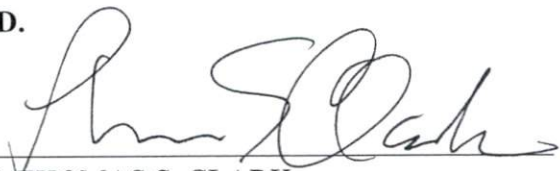
7 11. As of the date of this Order, all Participating Settlement Class Members are
8 hereby deemed to have waived and released all Released Claims and are forever barred and
9 enjoined from prosecuting the Released Claims against the Released Parties as fully set forth in
10 the Settlement Agreement. The Settlement Agreement is not an admission of liability or
11 wrongdoing by Defendants, nor is this Order a finding of the validity of any claims in the
12 Action or of any fault, omission, or wrongdoing by Defendants.

13 12. The Court hereby enters final judgment in this case in accordance with the terms
14 of the Settlement, Preliminary Approval Order, and this Order.

15 13. Without affecting the finality of the Settlement or Judgment entered, this Court
16 shall retain exclusive and continuing jurisdiction over the action and the Parties, including all
17 Participating Settlement Class Members, for purposes of enforcing and interpreting this Order
18 and the Settlement.

19 **IT IS SO ORDERED AND ADJUDGED.**

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21 DATED: 7-22-22


22 HON. THOMAS S. CLARK
23 SUPERIOR COURT OF CALIFORNIA
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