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CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
Christen Zulin

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10 Tarzana, California 91356
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12 For Plaintiff, YVONNE ROJAS and the Class

CMC
7/20/18
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF STANISLAUS

15 YVONNE ROJAS, individually and on behalf of
16 others similarly situated,

17 Plaintiff,

18 v.

19 HUGHSON NUT, INC.; and DOES 1-50,

20 Defendants.

Case No. 9000364

ASSIGNED FOR ALL PURPOSES TO JUDGE
JOHN D. FREELAND (DEPARTMENT 23)

CLASS ACTION

**ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 10, 2018
Time: 8:30 AM
Dept.: 23
Judge: Hon. John D. Freeland

Complaint Filed: March 29, 2017
Trial Date: TBA

21 The above-referenced class action ("Action") having come before the Court on July 10,
22 2018, for a hearing and Order Granting Final Approval of Class Action Settlement ("Final
23 Order"), consistent with the Court's Order Granting Preliminary Approval of Class Action
24 Settlement ("Preliminary Approval Order"), filed and entered on March 28, 2018, and as set forth
25 in the Stipulation of Class Action Settlement and the Exhibits attached thereto (hereafter
26 collectively, the "Settlement Agreement") in the Action, and due and adequate notice having been
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1 given to all Class Members as required in the Preliminary Approval Order, and the Court having
2 considered all papers filed and proceedings had herein and otherwise being fully informed and
3 good cause appearing therefore,

4 **THE COURT HEREBY ORDERS AS FOLLOWS:**

5 1. For purposes of this Final Order, the Court incorporates by reference the
6 definitions in the Settlement Agreement, and all defined terms herein shall have the same
7 meaning as set forth in the Settlement Agreement.

8 2. Consistent with the definitions in the Settlement Agreement, the term "Settlement
9 Class Members" is defined as: all current and former hourly-paid, non-exempt employees who
10 worked in California for Defendant Hughson Nut, Inc. at any time during the Class Period (or if
11 any such person is incompetent, deceased, or unavailable due to military service, the person's
12 legal representative or successor in interest evidence by reasonable verification). The Settlement
13 Class Members shall not include any person who submitted a timely and valid request for
14 exclusion as provided in this Agreement.

15 3. The Class Period is defined as the period from March 29, 2013 through March 28,
16 2018, the hearing date of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

17 4. For purposes of the Settlement and this Final Order, "Released Parties" shall
18 mean: (i) Hughson Nut, Inc.; (ii) each of the Defendant's respective past, present and future
19 parents, subsidiaries and affiliates; (iii) the past, present and future shareholders, directors,
20 officers, contractors, agents, employees, attorneys, insurers, predecessors, successors and assigns
21 of any of the foregoing; and (iv) any individual or entity which could be jointly or severally liable
22 with any of the foregoing.

23 5. This Court has jurisdiction over the subject matter of this Action and over all
24 Parties to this Action, including all Class Members.

25 6. Distribution of the Notice and the Claim Form directed to the Class Members as
26 set forth in the Settlement Agreement and the other matters set forth therein has been completed
27 in conformity with the Preliminary Approval Order, including individual notice to all Class
28 Members who could be identified through reasonable effort, and the best notice practicable

1 under the circumstances. The Notice provided due and adequate notice of the proceedings and
2 of the matters set forth therein, including the proposed Settlement set forth in the Settlement
3 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
4 of due process. All Class Members and all Released Claims are covered by and included within
5 the Settlement and this Final Order.

6 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
7 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
8 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
9 standards and applicable requirements for final approval of this class action settlement under
10 California law, including the provisions of California Code of Civil Procedure section 382 and
11 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez*
12 *v. Superior Court* (1971) 4 Cal.3d 800, 821.

13 8. The Court hereby approves the Settlement set forth in the Settlement Agreement
14 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
15 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
16 has been reached as a result of intensive, serious and non-collusive arms-length negotiations.
17 The Court further finds that the Parties have conducted extensive investigation and research,
18 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
19 also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the
20 delay and risks that would be presented by the further prosecution of the Action. The Court has
21 reviewed the benefits that are being granted as part of the Settlement and recognizes the
22 significant value to the Class Members. The Court also finds that the Class is properly certified
23 as a class for settlement purposes only.

24 9. As of the date of entry of this Final Order, each and every Released Claim (as
25 defined in the Settlement Agreement and set forth below) of each and every Class Member is
26 and shall be deemed to be conclusively released as against the Released Parties. As of the date
27 of this Final Order, the Class Representatives and each and every Class Member who has not
28 submitted a valid request for exclusion is hereby released and forever barred and enjoined from

1 prosecuting the Released Claims, except as to such rights or claims as may be created by the
2 Settlement, against Defendant and the Released Parties from any and all claims under state,
3 federal and local law arising out of the allegations made in the Action and that reasonably arise
4 or could have arisen out of the facts alleged in the Action as to the Class Members, including
5 claims for or related to alleged unpaid wages, unpaid straight time, overtime or double time
6 wages, unpaid minimum wages, compensation for time spent "under the control" of the
7 employer, regular rate of pay, failure to timely pay wages at separation, any claim for failure to
8 provide meal periods or pay meal period premiums, any claims for untimely meal periods or
9 rest breaks, any claims for interrupted meal periods or rest breaks, any claim for failure to
10 provide rest periods or pay rest period premiums, any claim for alleged on-duty meal periods or
11 rest breaks, failure to provide accurate an itemized wage statements, failure to timely pay
12 wages, failure to pay all wages when due, breach of implied contract, unfair competition, unfair
13 business practices, unlawful business practices, fraudulent business practices, injunctive relief,
14 declaratory relief, PAGA claims for civil penalties due to any Labor Code violations by
15 Defendant that could have been alleged based on the facts alleged in the First Amended
16 Complaint, accounting, punitive damages, liquidated damages, penalties, interest, fees, costs, as
17 well as all other claims and allegations alleged in the action from March 29, 2013 through
18 March 28, 2018. The Settlement does not trigger any obligations for Defendant to pay any
19 additional benefits to the Class Members, including 401(k) benefits and/or deferred
20 compensation benefits and/or matching benefits for payment received under the Settlement.
21 For purposes of the Released Claims, "meal periods" include any type of meal periods due
22 during a shift including but not limited to first and second meal periods, on-duty meal periods
23 and interrupted meal periods. For purposes of the Released Claims, "rest breaks" include any
24 type of rest breaks due during a shift including but not limited to first, second and third rest
25 breaks, on-duty rest breaks and interrupted rest breaks.

26 10. Neither the Settlement nor any of the terms set forth in the Settlement
27 Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final
28 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant,

1 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
2 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
3 may be construed as, or may be used as, an admission by or against Defendant, or any of the
4 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
5 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
6 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
7 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
8 shall not be offered in evidence in any action or proceeding in any court, administrative agency
9 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
10 Order, the Settlement Agreement, the Released Claims, or any related agreement or release.
11 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
12 in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and
13 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
14 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
15 the Released Claims.

16 11. The Court hereby enters judgment in the entire Action as of the filing date of this
17 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
18 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
19 interpretation, implementation and enforcement of the Settlement and all orders entered in
20 connection therewith pursuant to California Code of Civil Procedure section 664.6.

21 12. The Court finds the settlement payments provided for under the Settlement to be
22 fair and reasonable in light of all of the circumstances. The Court orders the calculations and
23 the payments to be made and administered in accordance with the terms of the Settlement
24 Agreement.

25 13. The Court hereby confirms Kenneth A. Goldman of Law Office of Kenneth
26 Goldman, PC and Sahag Majarian of the Law Offices of Sahag Majarian, II as Class Counsel in
27 the Action. The Court has reviewed the declarations of Kenneth A. Goldman and Sahag
28 Majarian, II submitted in support of Plaintiff's motion for approval of this class action

1 settlement. Upon such review, the Court finds Class Counsel's requested hourly rates to be
2 reasonable based on counsel's experience. The Court finds that a cross-check of Class
3 Counsel's lodestar, based on their current hourly rates, is \$128,522.50. The Court finds that this
4 amount is reasonable based upon the amount of work performed by Class Counsel. Taking into
5 consideration the novelty and difficulty of this action, the skill necessary to deal with the
6 complexity of the issues, the efficiency by which Class Counsel resolved this case, and the
7 substantial benefit obtained for the Class, the Court finds that a lodestar multiplier of 2.46 for an
8 award of attorneys' fees in this case is within the range of reasonableness.

9 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
10 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
11 the amount of \$316,666.67, and attorneys' costs in the amount \$11,141.92, from the Gross
12 Settlement Fund as final payment for and complete satisfaction of any and all attorneys' fees
13 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
14 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
15 Paragraph shall be administered pursuant to the terms of the Settlement Agreement, and
16 transferred and/or made payable to Class Counsel in the Action; any allocation of attorneys'
17 fees and costs between and among Class Counsel shall be made by the Settlement
18 Administrator pursuant to a separate and independent agreement between Class Counsel.

19 15. The Court also hereby approves and orders a Service Payment to Plaintiff and
20 Class Representative Yvonne Rojas in the amount of Seven Thousand Five Hundred Dollars
21 (\$7,500.00) from the Gross Settlement Fund.

22 16. The Court also hereby approves and orders payment from the Gross Settlement
23 Fund for actual claims administration expenses incurred by the Settlement Administrator,
24 Simpluris, Inc. in the amount of Eleven Thousand Five Hundred Thirty Dollars and Forty-Four
25 Cents (\$11,530.44). The Court finds the increase in the estimated administration costs to be
26 reasonable given a ten percent (10%) increase in the Settlement Class size from the initial
27 estimates of the Parties. The Court finds that the increase in administration costs from the
28 amount stated in the Class Notice does not subject the Settlement Class to prejudice in light of

1 Class Counsel's cost reimbursement request, which is Eighteen Thousand Eight Hundred Fifty-
2 Eight Dollars and Eight Cents (\$18,858.08) less than the amount preliminarily approved for
3 counsel's costs.

4 17. The Court also hereby approves and orders that any residue from uncashed
5 Settlement Award checks after the expiration date will be paid in accordance with Code of Civil
6 Procedure section 384, with fifty percent (50%) of any checks that remain unclaimed for 180
7 days after issuance to be distributed to the to the *cy pres* recipient UC Berkeley Center for
8 Labor Research and Education, a non-profit organization, to be used for providing civil legal
9 services to the indigent, and fifty percent (50%) to recipient Koinonia Family Services, a non-
10 profit organization, for child advocacy programs in California.

11 18. The Court also hereby finds and orders that the Settlement Agreement is and
12 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
13 Defendant and the Released Parties.

14 19. Provided the Settlement becomes effective under the terms of the Settlement
15 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
16 Settlement Awards, Attorneys' Fees and Costs, and Service Payment is as set forth in the
17 Implementation Schedule within the Preliminary Approval Order.

18 20. The Court also hereby finds that there were no objections to the Settlement
19 raised by any person on the record at the hearing on the Final Order.

20 21. The Court orders the Settlement Administrator to post this Order and Judgment
21 on its website for a period of 90 days following the Effective Date as defined herein.

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1 22. The Court orders the following Implementation Schedule for further
2 proceedings:

Event	Date
Last day for Defendant to provide Settlement Administrator with payment required under Settlement (if no objections and Settlement is Effective)	August 3, 2018 <hr/> (14 calendar days after Effective Date)
Last day for Settlement Administrator to mail Service Payment, and to wire transfer the Attorneys' Fees and Costs (if no objections and Settlement is Effective)	August 20, 2018 <hr/> (14 calendar days after Defendant provides payment to Settlement Administrator)
Last day for Settlement Administrator to mail Settlement Awards (if no objections and Settlement is Effective)	August 20, 2018 <hr/> (14 calendar days after Effective Date)
Deadline for Settlement Class Members to cash checks	February 18, 2019 <hr/> (First weekday following 180 calendar days after mailing of Settlement Awards)
Final Accounting Hearing, which may be accomplished by submission of a declaration from the Settlement Administrator setting forth the results of the distribution	March 20, 2019 <hr/>

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21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

22
23 Dated: 7/27/18

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23 _____
24 JOHN D. FREELAND
25 JUDGE OF THE SUPERIOR COURT

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, }
3 COUNTY OF STANISLAUS }

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is: 15303 Ventura Boulevard, Suite
6 1650, Sherman Oaks, California 91403.

7 On July 20, 2018, I served the attached documents described as **[PROPOSED] ORDER**
8 **GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on all interested
9 parties in this action

10 by placing the original a true copy thereof enclosed in sealed envelopes addressed as
11 follows:

12 Douglas M. Egbert
13 JACKSON LEWIS, P.C.
14 400 Capitol Mall
15 Suite 1600
16 Sacramento, California 95814
17 Tel: (916) 341-0404
18 Fax: (916) 341-0141

19 *Attorneys for Defendant Hughson Nut, Inc.*

20 BY MAIL

21 I deposited such envelope in the mail at Sherman Oaks, California. The envelope was
22 mailed with postage thereon fully prepaid.

23 As follows: I am "readily familiar" with the firm's practice of collection and processing
24 correspondence for mailing. Under that practice it would be deposited with the U.S. postal
25 service on that same day with postage thereon fully prepaid at Sherman Oaks, California in the
26 ordinary course of business. I am aware that on motion of the party served, service is presumed
27 invalid if postal cancellation date or postage meter date is more than one day after date of deposit
28 for mailing in affidavit.

29 BY E-MAIL: I caused to be transmitted the document(s) described above on the parties listed
30 herein.

31 EXECUTED on July 20, 2018, at Sherman Oaks, California.

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

34 Kenneth A. Goldman
35 Name

36 
37 Signature