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on behalf of herself and others similarly situated

FILED

AUG 29 2023

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

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FRESNO COUNTY SUPERIOR COURT
By: i. Herrera, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF FRESNO

10 VIDALI ALEMAN, an individual on behalf
of herself and others similarly situated,

11 Plaintiff,

12 vs.

13 MOONLIGHT PACKING CORPORATION,
14 a California corporation; MOONLIGHT
PACKING COMPANY, LLC, a California
15 limited liability company; and DOES 1
through 50, inclusive,

16 Defendants.
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Case No.: 20CECG01196

CLASS ACTION

Assigned for All Purposes To:
Hon. Judge Kristi Culver Kapetan
Dept.: ~~403~~ 502

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Date: August 29, 2023
Time: 3:30 p.m.
Dept.: ~~403~~ 502

1 This matter having come before the Court on August 29, 2023 for a scheduled Final
2 Hearing and entry of an Order Granting Final Approval of Class Action Settlement and Stipulation
3 (“Final Order”) consistent with the Court’s January 26, 2023 Preliminary Approval Order, and as
4 set forth in the Parties’ Joint Stipulation of Class Action Settlement (“Settlement Agreement” or
5 “Settlement”), and due and adequate notice having been given to Class Members as required by
6 the Preliminary Approval Order, and the Court having considered all papers filed and proceedings,
7 and having received only nine objections to approval of the Settlement, and determining that the
8 Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause
9 appearing,

10 **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. This Final Order incorporates the Settlement Agreement. Unless otherwise
12 provided, all capitalized terms used in this Final Order shall have the same meaning as defined in
13 the Settlement Agreement. For purposes of this Final Order and the accompanying Judgment, the
14 term “Defendants” mean Moonlight Packing Corporation and Moonlight Packing Company, LLC.

15 2. Consistent with the definitions provided in the Settlement Agreement, the Class
16 consists of all current and former non-exempt packing employees who worked for Defendants in
17 California at any time between May 4, 2016 and January 19, 2021.

18 3. Because adequate notice has been disseminated and all potential Class Members
19 have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject
20 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
21 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
22 the Settlement.

23 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
24 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
25 including individual notice to all Class Members who could be identified through reasonable effort,
26 and the best notice practicable under the circumstances. The Class Notice provided due and
27 adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
28 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the

1 requirements of California law, the California and United States Constitutions (including the Due
2 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
3 rule 3.766, and any other applicable law. The Class Notice also provided due and adequate notice
4 to Class Members of their right to exclude themselves from the Settlement, as well as their right to
5 object to any aspect of the proposed Settlement.

6 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
7 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
8 reference, the Court finds the Settlement was entered into in good faith and further finds that the
9 Settlement is fair, reasonable, and adequate, and in the best interests of each of the parties and the
10 Participating Class Members. Named Plaintiff has satisfied the standards and applicable
11 requirements for final approval of this class action Settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382, California Rule of Court 3.769, and
13 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
14 *Superior Court*, 4 Cal. 3d 800, 821 (1971).

15 6. The Court approves the Settlement as set forth in the Settlement Agreement and
16 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
17 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
18 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-
19 length negotiations. In granting final approval of the Settlement Agreement, the Court considered
20 the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
21 settlement proceeds among the Participating Class Members, and the fact that a settlement
22 represents a compromise of the parties' respective positions rather than the result of a finding of
23 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
24 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
25 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good
26 faith. The Court makes final its earlier provisional certification of the Class, as set forth in the
27 Preliminary Approval Order.

28 7. As of the date of this Final Order, the Named Plaintiff and all Participating Class

1 Members shall be bound by the releases set forth in the Settlement Agreement. Except as to such
2 rights or claims that may be created by the Settlement, all Class Members as of the date of this
3 Final Order who did not timely opt-out are forever barred and enjoined from prosecuting or seeking
4 to reopen the Settled Claims, and any other claims released by the Settlement Agreement, against
5 the Released Parties. All Aggrieved Employees and the State of California are enjoined from
6 prosecuting or seeking to reopen the settled PAGA Claim against the Released Parties.

7 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
8 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
9 allegations alleged in the Action, nor is this Final Order a finding of the validity of any claims in
10 the Action, or of any wrongdoing by Defendants or any of the other Released Parties.

11 9. The Court confirms David Yeremian & Associates, Inc. as Class Counsel and finds
12 that Class Counsel has adequately represented the Class for purposes of entering into and
13 implementing the Settlement.

14 10. The Court finds the \$900,000 Gross Settlement Amount provided for under the
15 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to
16 fund the Settlement in accordance with the terms of the Settlement Agreement.

17 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
18 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$300,000.00
19 and for costs and expenses in the amount of \$8,757.36 as final payment for and complete
20 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
21 hereby granted. The Court finds that Class Counsel's request falls within the range of
22 reasonableness and that the result achieved justifies the award and that the requested expenses were
23 reasonably incurred. The payment of fees and costs to Class Counsel shall be made from the Gross
24 Settlement Amount in accordance with the terms of the Settlement Agreement. The Court shall
25 examine the final accounting at a Compliance Hearing set on _____, 2023. (Note:
26 This will be no sooner than 150 days after the settlement becomes final, as the checks will be valid
27 at least 180 days, plus a reasonable number of days for administration of the mailings by the
28 administrator.)

1 12. It is ordered that an enhancement award of \$5,000.00 for the Named Plaintiff Vidali
2 Aleman is fair and reasonable as an enhancement payment for her service to the class.

3 13. The Court further approves the payment of \$20,000.00 to CPT Group, Inc. to cover
4 the costs of administration as provided for in the Settlement Agreement. The payment authorized
5 by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

6 14. The Court also approves a payment of \$30,000 for claims asserted under
7 California's Private Attorneys General Act ("PAGA Payment"), with 75% of the PAGA Payment
8 (\$22,500) paid to the California Labor and Workforce Development Agency and the other 25%
9 (\$7,500) added to the Net Settlement Amount to be paid to the Aggrieved Employees (as defined
10 in the Settlement Agreement). The PAGA Payment is included in, and shall come from, the Gross
11 Settlement Amount. The PAGA Payment shall be made from the Gross Settlement Amount in
12 accordance with the terms of the Settlement Agreement.

13 15. The Court finds the settlement payments from the Net Settlement Amount provided
14 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves
15 and orders the calculations and the payments to be made and administered to the Participating
16 Class Members in accordance with the terms of the Settlement Agreement. The settlement
17 payments authorized by this paragraph shall be made in accordance with the terms of the
18 Settlement Agreement. It is also ordered that, after 180 days from the date of distribution of
19 settlement funds to the Class, the funds from any uncashed and voided checks will be tendered to
20 the Valley Children's Hospital.

21 16. Paragraphs 10-16 of this Final Order cover all settlement payments, claims for
22 attorneys' fees and expenses, costs or disbursements incurred by Class Counsel or any other
23 counsel representing Named Plaintiff or other Class Members, or incurred by Named Plaintiff or
24 the Class Members, or any of them, in connection with or related in any manner to the Action, the
25 Settlement, the administration of the Settlement, and the Settled Claims. Defendants shall not be
26 required to pay any additional amounts in connection with the Settlement other than those amounts
27 specifically set forth in the Settlement Agreement.

28 17. If the Settlement does not become final and effective in accordance with the terms

1 of the Settlement Agreement, then this Final Order and all orders entered in connection with the
2 Final Order, including the accompanying Judgment, shall be rendered null and void and shall be
3 vacated.

4 18. Without affecting the finality of the Settlement, this Order, or accompanying
5 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
6 continuing jurisdiction over the above-captioned action and the Parties, including all Participating
7 Class Members, relating to the Action and the administration, consummation, enforcement and
8 interpretation of the Settlement Agreement, this Final Order, and for any other necessary purpose.

9 19. The terms of the Settlement Agreement and this Final Order are binding on the
10 Named Plaintiff and all other Participating Class Members and Aggrieved Employees, as well as
11 their heirs, executors and administrators, successors and assigns, and those terms shall have *res*
12 *judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings
13 maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other
14 proceedings assert Settled Claims, whether known or unknown, as set forth in Paragraphs 37
15 through 39 of the Settlement Agreement.

16 20. Neither this Final Order nor the Settlement Agreement (nor any other document
17 referred to in this Final Order, nor any action taken to carry out this Final Order) is, may be
18 construed as, or may be used as, an admission or concession by or against the Defendants or the
19 Released Parties of the validity of any claim or any actual or potential fault, wrongdoing or liability.
20 Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings
21 related to it, shall not be construed as, or deemed evidence of, an admission or concession as to the
22 Defendants' denials or defenses and shall not be offered or received in evidence in any action or
23 proceeding against any party in any court, administrative agency or other tribunal for any purpose
24 whatsoever, except as evidence of the settlement or to enforce the provisions of this Final Order
25 and the Settlement Agreement; *provided, however*, that this Final Order and the Settlement
26 Agreement may be filed in any action against or by the Defendants or the Released Parties to
27 support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,
28 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue

1 preclusion or similar defense or counterclaim.

2 21. There is no reason to delay the enforcement of this Order and the accompanying
3 Judgment.

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IT IS SO ORDERED.

Dated: 8/29, 2023



JUDGE OF THE SUPERIOR COURT