

FILED
Superior Court of California
County of Los Angeles

FEB 26 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By Aldwin Lim Deputy

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 **THE NOURMAND LAW FIRM, APC**
8822 West Olympic Boulevard
3 Beverly Hills, California 90211
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5 Attorneys for Plaintiffs,
SARA RIVAS, on behalf of herself
6 and all others similarly situated

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

11 SARA RIVAS, on behalf of herself and all)
others similarly situated,)
12)
13 Plaintiffs,)
14 v.)
15 POCINO FOODS COMPANY, a California)
corporation; TS EMPLOYMENT, INC., a)
16 Florida corporation; and DOES 1 through 100,)
Inclusive)
17)
18 Defendants.)
19

CASE NO.: BC 590286

[Assigned for all purposes to the Hon.
William F. Highberger - Dept. "10"]

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

DATE: February 26, 2019
TIME: 2:00 p.m.
DEPT.: 10

20 This matter having come before the Court on February 26, 2019 for final fairness hearing
21 pursuant to the Order of this Court dated July 18, 2018 granting preliminary approval
22 ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Joint
23 Stipulation of Class Action Settlement ("Settlement Agreement") submitted in support of Motion
24 for Preliminary Approval of Class Settlement; and due and adequate notice having been given to
25 the Class Members as required in Preliminary Approval Order and the Court having considered all
26 papers filed and proceedings had herein and otherwise being fully informed and good cause
27 appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

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1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

3
4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

6
7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

9
10 4. Distribution of the Notice of Proposed Class Action Settlement and Hearing Date
11 for Court Approval ("Class Notice") directed to the Class Members as set forth in the Settlement
12 Agreement and the other matters set forth herein have been completed in conformity with the
13 Preliminary Approval Order, including individual notice to all Class Members who could be
14 identified through reasonable effort, and was the best notice practicable under the circumstances.
15 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
16 therein, including the proposed class settlement set forth in the Settlement Agreement, to all
17 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due
18 process.

19
20 5. No Class Member opted-out of the settlement. No Class Member objected to the
21 settlement.

22
23 6. The Court further finds that the settlement is fair, reasonable and adequate and that
24 plaintiff has satisfied the standards and applicable requirements for final approval of class action
25 settlement under California law, including the provisions of California Code of Civil Procedure
26 §382 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in
27 Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
3 the parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the parties have conducted extensive and costly investigation and research
6 and counsel for the parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the class is properly certified as a class for settlement purposes only.

11
12 8. For settlement purposes only, the Court certifies the following class: Any and all
13 current and former hourly non-exempt employees who worked for defendant Pocino Foods
14 Company (“Defendant”) in California during the period of August 5, 2011 to April 27, 2018 and
15 the hourly non-exempt temporary employees placed to work for Defendant in California by a
16 temporary staffing agency during the period of August 5, 2011 to April 27, 2018.

17
18 9. Class Members and their successors, assigns and/or agents, except those that have
19 submitted a valid and timely request to be excluded from the Settlement Agreement, release and
20 discharge Defendant and its insurers, brands, concepts, parents affiliates, subsidiaries, successors,
21 assigns, and any individual or entity which could be jointly liable with Defendant, without
22 limitation (collectively, the “Released Parties”) from any and all claims for overtime and minimum
23 wages, damages, penalties, liquidated damages, interest, attorney fees, litigation costs, restitution,
24 or equitable relief, which plaintiff Sara Rivas (“Plaintiff”), the class, and/or any Class Member
25 had, or may claim to have, against any of the Released Parties, relating to or arising out of the
26 facts, circumstances, allegations, and claims asserted in the Complaint for the period of August 5,
27 2011 to April 27, 2018.

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1 10. Nothing contained in this Settlement Agreement shall be construed or deemed an
2 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
3 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
4 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
5 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
6 interpret, or enforce its terms.

7
8 11. The Settlement Agreement provides for the "Gross Settlement Amount" of
9 \$695,000.00. From the Gross Settlement Amount individual settlement payments to Class
10 Members, Court approved attorneys' fees and costs, the claims administrative costs, the class
11 representatives enhancement fee, and payment to the LWDA for PAGA penalties in the amount of
12 \$7,500.00 shall be deducted. Defendant's employer's share of payroll taxes for the wages portion
13 of the Individual Settlement Payment will be paid by Defendant in addition to the Gross
14 Settlement Amount. The payment of the settlement funds by Defendant and payment of individual
15 settlement checks to Class Members will be made as set forth in the Settlement Agreement.

16
17 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
18 \$231,666.00 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
19 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
20 \$10,164.64 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
21 paid by the Claims Administrator from the Gross Settlement Amount as set forth in the Settlement
22 Agreement.

23
24 13. The Court hereby approves an enhancement fee to named Plaintiff in the amount of
25 \$10,000.00. Payment for the enhancement fee will be paid by the Claims Administrator from the
26 Gross Settlement Amount as set forth in the Settlement Agreement.

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1 14. The Court hereby approves the claims administrator's fees and cost in the amount
2 of \$14,500.00, of which \$12,000.00 will be paid from the Gross Settlement Amount and \$2,000
3 will be paid by Defendant in addition to the Gross Settlement Amount and \$500.00 will be paid by
4 Class Counsel as part of litigation Costs. The claims administrator, CPT Group, Inc., shall be paid
5 the cost of administration as stated herein.

6
7 15. Except as expressly provided herein, the parties each shall bear all of their own fees
8 and costs in connection with this matter.

9
10 16. The Court approves the named Plaintiff as class representative.

11
12 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
13 Nourmand Law Firm, APC as class counsel.

14
15 18. The Court approves CPT Group, Inc. as the claims administrator.

16
17 19. Upon completion of administration of the settlement, the claims administrator shall
18 execute a declaration with a final reporting with respect to the final distribution and payment of
19 the individual settlement payments to participating Class Members. The declaration regarding
20 distribution from the claims administrator must be filed with the Court by noon on **September 13,**
21 **2019** and a conformed copy must be provided directly in Department 10 of the Los Angeles
22 Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

23
24 20. The Court finds that class settlement on the terms set forth in the Settlement
25 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
26 the released claims against Defendant.

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1 21. The Court finds the class settlement on the terms set forth in the Settlement
2 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
3 the released claims against Defendant. Without affecting the finality of the Judgment in any way,
4 this Court hereby retains continuing jurisdiction over the interpretation, implementation and
5 enforcement of the settlement and all orders and judgments entered in connection therewith.

6 **IT IS SO ORDERED.**

7 DATED: 2/26 _____, 2019



8
9 _____
10 HONORABLE WILLIAM F. HIGHBERGER
11 JUDGE FOR THE LOS ANGELES COUNTY
12 SUPERIOR COURT
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1 **PROOF OF SERVICE**

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 entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On February 25, 2019, I served the following document(s) described as:

6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
ENHANCEMENT AWARD

8 on the interested parties in this action as follows:

9 Spencer C. Skeen, Esq.
10 Tim Johnson, Esq.
11 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, California 92122

12 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
13 true and correct copy of the above listed document(s) to be served by electronic transmission to
the parties and/or counsel who are registered above and set forth in said service list.

14 I declare under penalty of perjury under the laws of the State of California that the above is
15 true and correct and that this Proof of Service was executed on February 25, 2019, at Beverly
Hills, California.

16 
17 Alejandra Beltran

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
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CASE NO.: BC 590 286

12)
13 Plaintiffs,)

[Assigned for all purposes to the Hon.
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14 v.)

~~PROPOSED~~ JUDGMENT

15 POCINO FOODS COMPANY, a California)
corporation; TS EMPLOYMENT, INC., a)
16 Florida corporation; and DOES 1 through 100,)
Inclusive)

DATE: February 26, 2019
TIME: 2:00 p.m.
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17)
18 Defendants.)
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20)

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1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of Class Action Settlement entered on
3 February 26, 2019, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting
5 Final Approval of Class Action Settlement and the parties’ Joint Stipulation of Class Action
6 Settlement (“Settlement Agreement”). Unless otherwise provided herein, all capitalized terms
7 used herein shall have the same meaning as defined in the Settlement Agreement.

8 2. As provided by the Order Granting Final Approval of Class Action Settlement,
9 Class Members who did not timely opt-out from the settlement are barred from pursuing, or
10 seeking to reopen, any of the released claims, as defined in the Settlement Agreement.
11 Consistent with the definitions provided in the Settlement Agreement, the settlement class consists
12 of: any and all current and former hourly non-exempt employees who worked for defendant
13 Pocino Foods Company (“Defendant”) in California during the period of August 5, 2011 to April
14 27, 2018 and the hourly non-exempt temporary employees placed to work for Defendant in
15 California by a temporary staffing agency during the period of August 5, 2011 to April 27, 2018.


16 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
17 continuing jurisdiction over the above-captioned action and the parties, including all Class
18 Members, for purposes of enforcing the terms of the Judgment entered herein.

19 4. This document shall constitute a Judgment for purposes of California Rules of
20 Court, Rule 3.769(h).

21 5. Pursuant to California Rules of Court, Rule 3.771(b), the claims administrator is
22 ordered to post on the claims administrator’s website a copy of this Judgment for a period of thirty
23 days from the date the Court signs the Judgment.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 DATED: 2/26/19

26 
27 HONORABLE WILLIAM F. HIGHBERGER
28 JUDGE FOR THE LOS ANGELES COUNTY
SUPERIOR COURT

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15 
16 Alejandra Beltran