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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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

Gerardo Duenas, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Stremicks Heritage Food, a Delaware limited
liability company; **Jack Noenickx**, an
individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. CVRI2202014

[Assigned to Hon. Harold W. Hopp,
Dept. 1]

**CLASS AND REPRESENTATIVE
ACTION**

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: November 3, 2023 [Reserved]
Time: 8:30 a.m.
Dept.: 1

1 **[PROPOSED] ORDER & JUDGMENT**

2 Plaintiff's Unopposed Motion for Final Approval of the proposed settlement of this action
3 on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the
4 "Settlement" or "Stipulation") came on for hearing on November 3, 2023. A copy of the Joint
5 Stipulation of Settlement and Release of Class Action ("Settlement Agreement") is attached as
6 **Exhibit 1** to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for Preliminary
7 Approval of Class Action Settlement, filed June 26, 2023, and is made a part of this Order and
8 Judgment.

9 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
10 having been given to Class Members (as defined in the Settlement Agreement), and having
11 considered the supplemental declaration of the Class Administrator, Settlement Agreement, all of
12 the legal authorities and documents submitted in support thereof, all papers filed and proceedings
13 had herein, all oral and written comments received regarding the Settlement Agreement, and having
14 reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval
15 of the Settlement Agreement and orders and makes the following findings and determinations and
16 enters final judgment as follows:

17 1. All terms used in this Order and Judgment shall have the same meanings given as
18 those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion
19 for Order Granting Final Approval of Class Action Settlement.

20 2. The Court has personal jurisdiction over the Parties to this litigation and subject
21 matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

22 3. The Court finally certifies the Class as defined in the Settlement and as follows:

23 *"All persons who worked at least one shift as a non-exempt employee in the State of*
24 *California for Defendant Stremicks Heritage Foods, LLC from September 26, 2020*
through July 23, 2023."

25 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
26 California Rules of Court for the purpose of effectuating the Settlement.

27 5. The Court finds that an ascertainable class of 474 Participating Class Members exists
28

1 and a well-defined community of interest exists on the questions of law and fact involved because
2 in the context of the Settlement: (i) all related matters, predominate over any individual questions;
3 (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,
4 entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and
5 adequately represented and protected the interest of the Class Members.

6 6. The Court finds that the Settlement Agreement has been reached as a result of
7 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
8 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
9 their respective positions.

10 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
11 compromise of the Class's claims and will avoid additional and potentially substantial litigation
12 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After
13 considering the monetary recovery provided as part of the Settlement in light of the challenges
14 posed by continued litigation, the Court concludes that Class Counsel secured significant relief for
15 Class Members.

16 8. The Court hereby approves the terms set forth in the Settlement Agreement and
17 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant
18 with all applicable requirements of the California Code of Civil Procedure, the California and
19 United States Constitutions, including the Due Process clauses, the California Rules of Court, and
20 any other applicable law, and in the best interests of each of the Parties and Class Members.

21 9. The Court is satisfied that CPT Group, Inc. which functioned as the Settlement
22 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
23 with California Rule of Court 3.766.

24 10. The Court finds that the Class Notice informed the prospective Class Members of
25 the Settlement terms, their right to do nothing and receive their settlement share, their right to
26 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
27 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
28 Settlement. Adequate periods of time to respond and to act were provided by each of these

1 procedures. Zero Class Member(s) filed written objections to the Settlement as part of this notice
2 process; zero Class Member(s) filed a written statement of intention to appear at the Final Approval
3 and Fairness Hearing; and one Class Member(s) submitted a request for exclusion. Those Class
4 Members who requested exclusion, specifically Antonio Soares, will not be bound by the Settlement
5 and will not receive an Individual Settlement Payment, but will be bound by the PAGA Release and
6 receive their pro rata portion of the PAGA penalties allocated to Aggrieved Employees to the extent
7 they are Aggrieved Employees under the Settlement.

8 11. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

9 12. The Court appoints Elliot J. Siegel, Julian Burns King, and Erum Siddiqui of King &
10 Siegel LLP as Class Counsel, and finds each of them to be adequate, experienced, and well-versed
11 in class action litigation.

12 13. The terms of the Settlement Agreement, including the Maximum Settlement
13 Amount of \$1,000,000¹ and the allocation for determining Individual Settlement Payments, are fair,
14 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
15 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

16 14. The Court further approves the following distributions from the Maximum
17 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
18 Agreement:

19 a. The amount of \$10,750 designated for payment to the Settlement
20 Administrator is fair and reasonable. The Court grants final approval of it and orders the
21 Parties to make the payment to the Settlement Administrator in accordance with the
22 Settlement Agreement.

23 b. The amount requested by Plaintiff and Class Counsel for the Class Counsel's
24 attorneys' fees, representing one-third of the Maximum Settlement Amount or \$333,333.33,
25 is fair and reasonable in light of the benefit obtained for the Class.² The Court grants final
26

27 ¹ The Net Settlement Amount available to be distributed to the Settlement Class Members is no
less than \$528,068.79.

28 ² Class Counsel's fee request is supported by its lodestar cross-check, and the Court finds that

1 approval of, awards, and orders the Class Counsel fees payment to be made in accordance
2 with the Settlement Agreement.

3 c. The Court awards Class Counsel \$12,829.88 in litigation costs, which is an
4 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
5 The Court grants final approval of Class Counsel's litigation expenses payment and orders
6 payment of this amount to be made in accordance with the Settlement Agreement.

7 d. The \$15,000 class representative incentive payment requested for Named
8 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders
9 the payment to be made in accordance with the Settlement Agreement.

10 e. The Court approves of the \$100,000.00 allocation assigned for claims under
11 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
12 \$75,000.00) to be paid to the California Labor and Workforce Development Agency in
13 accordance with the terms of the Settlement Agreement. The remainder is to be paid to the
14 Aggrieved Employees per the Settlement Agreement.

15 15. The Court orders the Parties to comply with and carry out all terms and provisions
16 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
17 order, in which case the provisions of this Order and Judgment shall take precedence and supersede
18 the Settlement Agreement.

19 16. All Participating Class Members shall be bound by the Settlement and this Order
20 and Judgment, including the release of claims as set forth in the Settlement Agreement. In addition,
21 the State of California and the Aggrieved Employees are bound by the Settlement and release of
22 PAGA claims set forth in this Order and Judgment. The Class Members who requested exclusion,
23 specifically Antonio Soares, will not be bound by the Settlement and will not receive any portion of
24 the Net Settlement Amount, but will be bound by the PAGA Release to the extent they are
25 Aggrieved Employees under the Settlement.

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Class Counsel's time spent litigating this matter and their hourly rates are fair and reasonable.

1 17. The Parties shall bear their own respective attorneys' fees and costs except as
2 otherwise provided in this Order and Judgment and the Settlement Agreement.

3 18. All checks mailed to the Class Members must be cashed within 180 days after issuance
4 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
5 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
6 CHECK IS ENCLOSED." The Settlement Administrator shall mail a reminder postcard to any class
7 member whose settlement distribution check has not been negotiated within 60 days after the date of
8 mailing.³

9 19. The Court approves the California Bar's Justice Gap Fund, located at 180 Howard
10 Street San Francisco, CA 94105, as the *cy pres* beneficiary and finds that it complies with all
11 requirements under C.C.P. § 384. Per Section 384(b), the Court will amend this Judgment after
12 Counsel provides the Court with the report regarding distribution of funds to direct that any
13 uncashed funds be paid to the California Bar's Justice Gap Fund. Funds shall only be paid to the
14 Justice Gap Fund from those checks that remain uncashed after the Void Date and after the
15 supplemental mailing set forth above.

16 20. No later than 10 days from this Order and Judgment, the Settlement Administrator
17 shall give notice of this Order and Judgment to Class Members pursuant to California Rules of
18 Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to
19 this matter.

20 21. The Court retains continuing jurisdiction over the Action and the Settlement,
21 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
22 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
23 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
24 as may be appropriate under court rules or applicable law.

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27 ³ If (i) any of the Participating Class Members are current employees of the defendant, (ii) the
28 distribution mailed to those employees is returned to the Administrator as being undeliverable, and
(iii) the administrator is unable to locate a valid mailing address, the Administrator shall arrange with
the Defendant to have those distributions delivered to the employees at their place of employment.

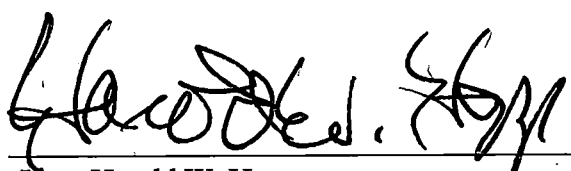
1 22. This final judgment is intended to be a final disposition of the above-captioned action
2 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
3 released by the Settlement Agreement against Defendants.

4 23. The Court hereby sets a hearing date of July 25th, 2024 at 8:30 (a.m./p.m.) for a
5 hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the
6 Court a report regarding the status of distribution at least five days before the hearing and not more
7 than 21 days after the Void Date.⁴ Class Counsel shall also file with the report a proposed amended
8 judgment that complies with C.C.P. § 384.5.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 11/3/23



Hon. Harold W. Hopp
Riverside County Superior Court Judge

26 ⁴ The report shall be in the form of a declaration from the Settlement Administrator and shall
27 describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members,
28 (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the
total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the
nature and date of the disposition of those unclaimed funds.