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King & Siegel LLP

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ROBERT QUINTERO, individually and
on behalf of all similarly situated individu-
als,

Plaintiff,

vs.

MILLER MILLING COMPANY, LLC, a
corporation, and Does 1-10, inclusive,

Defendants.

Case No. 2:19-CV-07459-DMG-JC

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ENTERING FINAL JUDGMENT**

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**ORDER GRANTING FINAL APPROVAL OF CLASS ACITON SETTLEMENT
AND ENTERING FINAL JUDGMENT**

This matter is before the Court on Plaintiff Robert Quintero’s (“Plaintiff”) motion for final approval of the proposed class action settlement and entry of final judgment. Plaintiff, individually and on behalf of the proposed settlement class, and Defendant Miller Milling Company, LLC (“Miller” or “Defendant”) have entered into a stipulated Settlement Agreement and Release (“Settlement Agreement”) that fully and finally resolves this action. Having considered the motion for final approval, the motion for attorneys’ fees, costs, and a class representative incentive payment, the Court’s May 15, 2020 order on the motion for preliminary approval, the pleadings and papers on file in this matter, the Settlement Agreement, and the briefs and oral arguments in this matter, **it is hereby ORDERED as follows:**

1. **Incorporation of Other Documents.** Unless otherwise specified, the terms used in this Order shall have the same meaning as set forth in the Settlement Agreement. The Settlement Agreement is expressly incorporated herein.

2. **Jurisdiction.** Because adequate notice has been disseminated to all Class Members and they have been afforded the opportunity to opt out of this action, the Court has personal jurisdiction over the claims of all Class Members. The Court has subject matter jurisdiction over this action because there is diversity of citizenship under 28 U.S.C. § 1332. Accordingly, the Court has jurisdiction to approve the proposed Settlement, grant final certification to the Class, and enter judgment in this action.

3. **Adequacy of Representation.** King & Siegel LLP and Plaintiff Robert Quintero have fully and adequately represented the Class for purposes of entering into and implementing the Settlement.

4. **Adequacy of Notice.** The Court finds that the Class Notice and its distribution to Class Members, along with the follow-up measures set forth in the settlement, have been implemented pursuant to the Settlement and this Court’s May 15, 2020 order granting preliminary approval to the Settlement:

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1 (a) constitute the best practicable notice to Class Members under the circum-
2 stances of the action;

3 (b) constitute notice that was reasonably calculated, under the circumstances, to
4 apprise Class Members of (i) the pendency of the Action, (ii) the terms and conditions of the
5 settlement, their rights under the Settlement, and instructions on how to submit, and the
6 timetable for submission of, a dispute regarding workweek calculations and individual settle-
7 ment shares, (iii) their right to exclude themselves from the Class and the proposed Settle-
8 ment; (iv) their right to object to any aspect of the proposed Settlement (including the fair-
9 ness, reasonableness and adequacy of the proposed Settlement, the award of attorneys’ fees
10 and costs, and the Enhancement Payments to the Class Representatives), (v) their right to
11 appear at the Final Approval and Fairness Hearing, either on their own behalf or through
12 counsel hired at their own expense, if they did not exclude themselves from the Class, and
13 (vi) the binding effect of the Orders and Judgment in the Action, whether favorable or unfa-
14 vorable, on all persons who do not request exclusion from the Class;

15 (c) constitute notice that was reasonable, adequate and sufficient notice to all per-
16 sons entitled to be provided with notice;

17 (d) constitute notice that fully satisfied the requirements of Federal Rule of Civil
18 Procedure 23(e) and due process; and

19 (e) this settlement will have no binding effect upon, and provide no *res judicata* pre-
20 clusion to, any individuals who timely requested exclusion from the Class.¹

21 5. **Final Settlement Approval.** Federal Rule of Civil Procedure 23(e)(2) requires
22 the Court to determine whether the Settlement Agreement is “fair, adequate, and reasona-
23 ble.” The Court may consider the following factors in evaluating the Settlement Agreement
24 under this standard: “the strength of plaintiffs’ case; the risk, expense, complexity, and likely
25 duration of further litigation; the risk of maintaining class action status throughout the trial;
26 the amount offered in settlement; the extent of discovery completed and the stage of
27

28 ¹ No Class Members timely requested exclusion from the Class or the Settlement.

1 proceedings; the experience and views of counsel; the presence of a governmental participant;
2 and the reaction of the class members to the proposed settlement.” *Officers for Justice v. Civil*
3 *Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982); *accord Torrissi v. Tuscon Elec. Power Co.*, 8
4 F.3d 1370, 1375 (9th Cir. 1993).

5 6. The Court finds that the Settlement Agreement is fair, adequate, and reasona-
6 ble in light of these factors. First, the Settlement reflects the strength of Plaintiffs’ case as well
7 as the Defendants’ position. This Court has been “‘exposed to the litigants and their strate-
8 gies, positions and proof,’” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1988)
9 (*quoting Officers for Justice*, 688 F.2d at 626), and finds that the judicial policy favoring the
10 compromise and settlement of class action suits is applicable here. *See Class Plaintiffs v. City*
11 *of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). The Court further finds the Settlement Agree-
12 ment was reached after arm’s length negotiations by capable counsel, aided by an experienced
13 mediator, and that it was not the product of fraud, overreaching, or collusion among the par-
14 ties.

15 7. Second, the risks, expense, complexity, and likely duration of further litigation
16 also support approval of the Settlement. Even if the Court granted Plaintiffs’ motion for class
17 certification of the selected claims, Plaintiffs still would have faced Defendants’ motion for
18 summary judgment, trial, and appeals. Trial of any case, let alone a large class action, is inher-
19 ently risky.

20 8. Third, the extent of discovery completed also supports approval. Class Counsel
21 reviewed all materials that would have been necessary to evaluate the value of the claims for
22 the Class Members, including all policies and summary payroll data for all Class Members.
23 Accordingly, the Parties have ample information with which to weigh the relative merits of
24 settlement and continued litigation.

25 9. Fourth, the consideration provided, a Settlement Fund of \$500,000, is substan-
26 tial, and the parties have structured the benefits to maximize the benefits to the Settlement
27 Class.

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1 10. Fifth, the views of Class Counsel, who are experienced in litigating and settling
2 employment cases and class actions, weigh in favor of final approval. *See Linney v. Cellular*
3 *Alaska P'Ship*, No. 96-3008-DJL, 1997 WL 450064, at *5 (N.D. Cal. July 18, 1997), *aff'd* 151
4 14 F.3d 1234 (9th Cir. 1998). Class Counsel endorse the Settlement as fair, adequate, and
5 reasonable.

6 11. Finally, the reaction of the Settlement Class Members supports final approval
7 of the Settlement. Of the approximately 133 class members, *no* Class Members objected to the
8 Settlement or requested exclusion. This clearly weighs in favor of final approval. *See Rodriguez*
9 *v. West Publishing Corp.*, 563 F.3d 948, 967 (9th Cir. 2009) (low number of objections supports
10 fairness of settlement).

11 12. The Court, therefore, finds that the Settlement Agreement is in the best inter-
12 ests of Settlement Class Members, is fair, reasonable, and adequate within the meaning of
13 Federal Rule of Civil Procedure 23, and GRANTS final approval of the Settlement Agreement
14 and all of the terms and conditions contained therein.

15 13. **Binding Effect.** The terms of the Settlement and this Order and Entry of Final
16 Judgment are binding on Plaintiff and the Class members, as well as their heirs, executors and
17 administrators, successors and assigns, and those terms shall have *res judicata* and other pre-
18 clusive effect in all pending and future claims, lawsuits or other proceedings maintained by or
19 on behalf of any such persons, to the extent those claims, lawsuits or other proceedings involve
20 matters that were or could have been raised in the Action and are encompassed by the release
21 of Released Claims set forth in the settlement.

22 14. **Released Claims.** Upon full and final payment by Defendant of the Gross Set-
23 tlement Amount, the Plaintiff and each Class Member shall be deemed to have fully, finally,
24 and forever released the Releasees from all Released Claims.

25 15. The Court expressly adopts all defined terms in the Settlement and the release
26 of Released Claims, including but not limited to the following definition of Released Claims
27 (which is set forth at paragraph 29 of the Settlement):
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1 Released Claims means any and all of Participating Class Members' claims or causes
2 of action, including for damages, wages, benefits, expenses, penalties, debts, rights, demands,
3 liabilities, obligations, attorneys' fees, costs, and any other form of relief or remedy in law,
4 equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected,
5 based on the following and which accrued during the Class Period:

6 (a) All claims for failure to provide meal period premiums or failure to provide meal
7 periods under the Labor Code or the applicable wage order(s) that accrued during the Claims
8 Period;

9 (b) All claims for failure to pay rest period premiums or failure to authorize and
10 permit rest periods under the Labor Code or the applicable wage order(s) that accrued during
11 the Claims Period;

12 (c) All claims for unpaid wages, failure to pay minimum wage, failure to pay over-
13 time, and any other claim for failure to pay wages under the Labor Code or the applicable wage
14 order(s), any claim for failure to pay wages at the agreed upon rate under Labor Code 221 to
15 223 during the Claims Period;

16 (d) All claims for failure to timely pay wages and/or waiting time penalties pursuant
17 to Labor Code §201 to 204 that accrued during the Claims Period;

18 (e) All claims for failure to maintain records under the Labor Code or the applicable
19 wage order(s), including under Labor Code 1174, which accrued during the Claims Period;

20 (f) All claims for failure to issue adequate wage statements, whether for any penalty
21 or wage, pursuant to Labor Code §226 that accrued during the Claims Period;

22 (g) All claims for penalties under the California Private Attorney General Act based
23 on the aforementioned alleged Labor Code violations;

24 (h) All claims for unfair business practices under Business and Professions Code
25 §17200 based on the aforementioned alleged Labor Code violations; and

26 (i) Any other claims arising, or which could have arisen, from the operative facts
27 alleged in Plaintiff's Complaint filed on July 26, 2019.

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1 16. **Enforcement.** Nothing in this Order and Entry of Judgment shall preclude any
2 action to enforce the terms of the Settlement.

3 17. **Modification of Settlement.** The Parties are hereby authorized, upon approval
4 of the Court, to agree to and adopt such amendments to, and modifications and expansions
5 of, the Settlement, as are in writing and signed by the Parties’ counsel and are consistent with
6 this Final Order and do not limit the rights of Class Members under the Settlement.

7 18. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Order
8 and the accompanying Final Judgment. This Court expressly retains jurisdiction as to all mat-
9 ters relating to the administration, consummation, enforcement and interpretation of the set-
10 tlement and of this Final Order and the accompanying Final Judgment, and for any other nec-
11 essary purpose, including, without limitation: (a) enforcing the terms and conditions of the
12 settlement and resolving any disputes, claims or causes of action in the Action that, in whole
13 or in part, are related to or arise out of the settlement, this Final Order or the Final Judgment;
14 (b) entering such additional orders as may be necessary or appropriate to protect or effectuate
15 the Court’s Final Order and the Final Judgment approving the settlement, and permanently
16 enjoining Settling Plaintiff from initiating or pursuing related proceedings, or to ensure the
17 fair and orderly administration of this settlement; and (c) entering any other necessary or
18 appropriate orders to protect and effectuate this Court’s retention of continuing jurisdiction.

19 19. **No Admissions.** Neither this Final Order and the accompanying Final Judg-
20 ment nor the settlement (nor any other document referred to here, nor any action taken to
21 carry out this Final Order and the Final Judgment) is, may be construed as, or may be used as,
22 an admission or concession by or against Defendant of the validity of any claim or any actual
23 or potential fault, wrongdoing or liability. Entering into or carrying out the settlement, and
24 any negotiations or proceedings related to it, shall not be construed as, or deemed to be evi-
25 dence of, an admission or concession as to Defendant’s denials or defenses and shall not be
26 offered or received in evidence in any action or proceeding against any party hereto in any
27 court, administrative agency or other tribunal for any purpose whatsoever, except as evidence
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1 of the settlement or to enforce the provisions of this Final Order and Final Judgment and the
 2 Settlement; provided, however, that this Final Order, the accompanying Final Judgment, and
 3 the settlement may be filed in any action against or by Defendant to support a defense of *res*
 4 *judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction,
 5 full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense
 6 or counterclaim.

7 20. **Final Certification of Settlement Class.** The Court preliminarily found class
 8 certification appropriate under Federal Rule of Civil Procedure 23. Dkt. 24. For the reasons
 9 set forth below, the Court finds final certification of the Settlement Class defined as follows:

10 “*Class Members*” means all non-exempt employees who were em-
 11 ployed by Defendant in California and performed work in either the
 12 mill, maintenance, or sanitation departments at any time during the
 13 Class Period who do not opt out of this Settlement.

14 The Court has conducted a rigorous Rule 23 analysis and finds that the Settlement Class sat-
 15 isfies the requirements of Rule 23(a). There are common questions that predominate over
 16 individual questions, and class litigation is superior to other available methods for the fair and
 17 efficient adjudication of this controversy.

18 21. **Attorneys’ fees and expenses.** The Court approves Class Counsel’s attor-
 19 neys’ fees in the amount of \$165,000.00. The Court finds that the fees sought are fair and
 20 reasonable in light of the results obtained for the Class; the strengths of Plaintiff’s case and
 21 the risk, expense, complexity, and duration of further litigation; the contingent nature of the
 22 risk and risk incurred; the skill and experience of counsel; and awards in similar cases. The
 23 Court approves Class Counsel’s request for reimbursement of litigation expenses and costs
 24 of suit in the amount of \$9,900.99. Such fees and expenses are to be paid pursuant to the
 25 conditions set forth in the settlement. Defendant shall not be required to pay for any other
 26 attorneys’ fees and expenses, costs or disbursements incurred by Class Counsel or any other
 27 counsel representing the Plaintiff, Class Members, or incurred by the Class Representative,
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1 or Class Members, or any of them, in connection with or related in any manner to the action,
2 the Settlement, the administration of the Settlement, and/or the Released Claims.

3 22. **Class Representative Enhancement Payment.** The Court approves an incen-
4 tive payment to the named plaintiff and class representative in this action, Robert Quintero,
5 in the amount of \$7,500.00. This award is reasonable and appropriate in light of the risks in-
6 curred, the time spent, and the service provided to the Class.

7 23. **Settlement Administration Costs.** The Court finds that Settlement Admin-
8 istration Costs in the amount of \$10,000.00 to be paid from the Gross Settlement Amount to
9 the Settlement Administrator is reasonable and appropriate. Settlement Administration costs
10 are to be paid pursuant to the conditions set forth in the Agreement.

11 24. **Payment to LWDA.** Pursuant to the Settlement,

12 25. **Dismissal and Release.** Upon the Effective Date, this action is dismissed with
13 prejudice, with each Party to bear its own costs and attorneys' fees except as specified in the
14 Settlement. Every Settlement Class Member who did not timely and validly opt-out and ex-
15 clude himself or herself from the Settlement Class fully, finally, and forever releases any and
16 all Released Claims in accordance with the terms of the Settlement Agreement. All Class
17 Members shall be bound by the terms of the Settlement Agreement upon entry of this final
18 approval order.

19 26. **Termination.** In the event that the Settlement is terminated pursuant to its
20 terms, the Agreement shall become void, have no further force and effect, and shall not be
21 used in this action or any other for any purpose other than to enforce the terms of the Settle-
22 ment Agreement that survive termination. This matter shall have the status that existed be-
23 fore the execution of the Settlement Agreement and no term of no term or draft of the Settle-
24 ment Agreement or any part of the Parties' settlement discussions, negotiations or documen-
25 tation (including any briefs filed in support of preliminary or final approval of the Settlement)
26 shall (i) be admissible into evidence for any purpose in any Action or other proceeding other
27 than as may be necessary to enforce the terms of the Settlement Agreement that survive
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1 termination, (ii) be deemed an admission or concession by any Party regarding the validity of
2 any Released Claim or the propriety of certifying any class against Defendant, or (iii) be
3 deemed an admission or concession by any Party regarding the truth or falsity of any facts
4 alleged in the Actions or the availability or lack of availability of any defense to the Released
5 Claims.

6 27. **Entry of Final Judgment.** The Court finds that there is no just reason for delay
7 and directs the Clerk to enter judgment pursuant to Federal Rule of Civil Procedure 54.

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9 **IT IS SO ORDERED.**

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11 Dated: _____, 2020

The Honorable Dolly M. Gee
United States District Judge

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