

FILED

JUN 10 2024

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SONOMA

BY [Signature] DEPUTY CLERK

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8 MARTHA P. BRIANO MARTINEZ, and all others similarly situated

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SONOMA

12 (UNLIMITED JURISDICTION)

13 MARTHA P. BRIANO MARTINEZ, on behalf  
14 of herself, all others similarly situated, the  
15 general public, and as an "aggrieved employee"  
16 on behalf of other "aggrieved employees" under  
the Labor Code Private Attorneys General Act of  
2004,

17 *Plaintiff(s),*

18 vs.

19 NOR CAL FOODS, LLC, a California  
20 corporation; and DOES 1-50, inclusive,

21 *Defendant(s).*

Case No.: SCV-270596

22 **[PROPOSED] FINAL ORDER AND  
JUDGMENT APPROVING CLASS  
SETTLEMENT**

**Hearing Information**

Action filed: 4/13/2022  
Hearing Date: 05/15/2024  
Hearing Time: 3:00 p.m.  
Hearing Dept: 16, The Hon. Patrick  
Broderick



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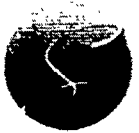
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1 This matter came on for hearing on May 15, 2024 at 3:00 p.m. in Department 16 of the  
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement  
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action and PAGA  
4 Settlement Agreement and Class Notice (the "Settlement") filed herewith which provides for a  
5 Gross Settlement Amount ("GSA") of \$120,000.00 in compromise of all disputed claims on  
6 behalf of all persons employed by Defendant Nor Cal Foods, LLC ("Defendant") in California  
7 and classified as hourly, non-exempt employees who worked for Defendant during the Class  
8 Period and did not execute a release of his/her/their claims. All capitalized terms used herein  
9 shall have the same meaning as defined in the Settlement.

10 In accordance with the Court's prior ruling granting Preliminary Approval of Class  
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and  
12 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having  
13 received and considered the Settlement, the supporting papers filed by the Parties, and the  
14 evidence and argument received by the Court in conjunction with the motions for preliminary  
15 and final approval of the Settlement, the Court grants final approval of the Settlement and  
16 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING  
17 DETERMINATIONS:

18 1. The Court has jurisdiction over the subject matter of the Action and over all  
19 Parties to the Action, including all Class Members who did not request to be excluded from the  
20 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of  
21 Class Action Settlement of November 17, 2023, the Class Notice was sent to each Class Member  
22 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the  
23 Settlement, their right to receive their proportional share of the Settlement, their right to request  
24 exclusion, their right to comment upon or object to the Settlement, and their right to appear in  
25 person or by counsel at the final approval hearing and be heard regarding final approval of the  
26 Settlement. Adequate periods of time were provided by each of these procedures. No member  
27 of the Class presented written objections to the proposed Settlement as part of this notice  
28 process, stated an intention to appear, or actually appeared at the final approval hearing.

29 2. For purposes of this Settlement, the "Class" means all persons employed by  
30 Defendant in California and classified as hourly, non-exempt employees who worked for  
31 Defendant during the Class Period and did not execute a release of his/her/their claims.



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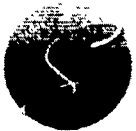
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1 Settlement, ¶ 1.5. The “Class Period” means the period of time from April 13, 2018 through  
2 November 17, 2023. Settlement, ¶ 1.12.

3 3. The Court finds and determines that the notice procedure afforded adequate  
4 protections to Class Members and provides the basis for the Court to make an informed decision  
5 regarding final approval of the Settlement based on the responses of Class Members. The Court  
6 finds and determines that the notice provided in this case was the best notice practicable, which  
7 satisfied the requirements of law and due process as to all persons entitled to such notice.

8 4. **Release by Plaintiff.** Plaintiff and her respective former and present spouses,  
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,  
10 release and discharge Released Parties from all claims, transactions, or occurrences that  
11 occurred during the Class Period, including, but not limited to: (a) all claims that were, or  
12 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint  
13 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts  
14 contained in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during the  
15 Action and released under Settlement, ¶ 6.2. (“Plaintiff’s Release.”) Plaintiff’s Release does not  
16 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
17 unemployment benefits, disability benefits, social security benefits, workers’ compensation  
18 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff  
19 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts  
20 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s  
21 Release shall be and remain effective in all respects, notwithstanding such different or additional  
22 facts or Plaintiff’s discovery of them. Settlement, ¶ 6.1.

23 5. **Release by Class Members.** All Participating Class Members, on behalf of  
24 themselves and their respective former and present representatives, agents, attorneys, heirs,  
25 administrators, successors, and assigns, release Released Parties from (i) all claims that were  
26 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the  
27 Operative Complaint and ascertained in the course of the Action including, failure to pay wages,  
28 unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize  
and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage  
statements, failure to timely pay wages during employment, and at the separation of  
employment, failure to maintain required payroll records, unfair competition, Civil Penalties



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1 under PAGA, and related allegations. Except as set forth in Section 6.3 of this Agreement,  
2 Participating Class Members do not release any other claims, including claims for vested  
3 benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
4 unemployment insurance, disability, social security, workers' compensation, or claims based on  
5 facts occurring outside the Class Period. Settlement, ¶ 6.2. All Non-Participating Class Members  
6 who are Aggrieved Employees are deemed to release, on behalf of themselves and their  
7 respective former and present representatives, agents, attorneys, heirs, administrators,  
8 successors, and assigns, the Released Parties from all claims for PAGA penalties that were  
9 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the  
10 Operative Complaint and the PAGA Notice and ascertained in the course of the Action  
11 including, failure to pay wages, unauthorized and unlawful wage deductions, failure to provide  
12 meal periods, failure to authorize and permit rest periods, failure to indemnify for business  
13 expenses, failure to issue proper wage statements, failure to timely pay wages, failure to  
14 maintain required payroll records, and related claims. Settlement, ¶ 6.3.

15 6. The Court further finds and determines that the terms of the Settlement are fair,  
16 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and  
17 provisions of the Settlement, including the release of claims contained therein, should be and  
18 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement  
19 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class  
20 Period, all Class Members are hereby deemed to have waived and released all Released Claims  
21 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees  
22 as fully set forth in the Settlement. No objections were received by the Parties or the Court  
23 through the date of this Final Order and Judgment.

24 7. The Court finds and determines that (a) the Individual Class Payment and  
25 Individual PAGA Payment to be paid to Participating Class Members and (b) the \$3,000.00  
26 payment to the LWDA for the PAGA penalty under the California Labor Code Private Attorneys  
27 General Act of 2004, as amended, California Labor Code sections 2699 et seq., as provided for  
28 by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders  
the payment of, those amounts be made to the Participating Class Members and to the California  
Labor & Workforce Development Agency, in accordance with the terms of the Settlement.

8. The Court further grants final approval to and orders that the following payments



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1 be made in accordance with the terms of the Settlement:

2 a. A Class Counsel Fees Payment in the amount of \$40,000.00 for  
3 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$7,819.07 to  
4 Class Counsel;

5 b. \$5,000.00 as a Class Representative Service Payment payable to Plaintiff  
6 Martha P. Briano Martinez for her service as the class representative;

7 c. \$7,150.00 in Administrator's fees payable to ILYM Group, Inc., for its  
8 services as the Administrator;

9 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the  
10 LWDA; and

11 e. Employer-side payroll taxes (to be paid in addition to the Gross  
12 Settlement Amount by Defendant).

13 9. The settlement administration shall proceed as directed in the Settlement, and no  
14 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without  
15 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction  
16 of all matters relating to the interpretation, administration, implementation, effectuation and  
17 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule  
18 of Court 3.769(h).

19 10. Within 30 calendar days of the Effective Date, Defendant shall deposit the  
20 Settlement proceeds in an account designated by the Administrator: (i) the total amount of all  
21 Individual Class Payment and Individual PAGA Payment to Participating Class Members, (ii)  
22 the Court approved Class Counsel fees & costs, (iii) the Court-approved Class Representative  
23 Service Payment, (iv) the Court-approved costs of the Administrator, and (v) the payment to the  
24 LWDA. Defendant shall also pay their share of the employer-side payroll taxes in addition to  
25 the GSA.

26 11. Defendant's payment of such sums shall be the sole financial obligation of  
27 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,  
28 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and  
expenses.

12. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have  
one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement

1 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Settlement  
2 Administrator shall remit any amounts from Voided Settlement Checks and otherwise  
3 unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date  
4 of entry of the initial judgement to the California Unclaimed Property Fund.

5 13. The Parties shall file a final accounting report by NOV. 15, 2024.  
6 A nonappearance case review re submission of a final report is scheduled for  
7 DEC. 10, 2024 at 3:30 p.m. in Department 16.

8 14. Nothing in this Final Order and Judgment shall preclude any action to enforce  
9 the Parties' obligations under the Settlement or hereunder, including the requirement that  
10 Defendant deposit funds for distribution by the Administrator to participating Class Members  
11 in accordance with the Settlement.

12 15. The Court hereby enters final Judgment in this case in accordance with the terms  
13 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,  
14 and this Final Order and Judgment.

15 16. The Parties are hereby ordered to comply with the terms of the Settlement.

16 17. The Parties shall bear their own costs and attorneys' fees except as otherwise  
17 provided by the Settlement and this Final Order and Judgment.

18 18. The Settlement is not an admission by Defendant nor is this Final Order and  
19 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by  
20 Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used  
21 as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order  
22 and Judgment, Settlement, any document referred to herein, any exhibit to any document  
23 referred to herein, any action taken to carry out the Settlement, nor any negotiations or  
24 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an  
25 admission or concession with regard to, the denials or defenses of Defendant, and shall not be  
26 offered in evidence in any proceeding against the Parties hereto in any Court, administrative  
27 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
28 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,  
and any other papers and records on file in the Action may be filed in this Court or in any other  
litigation as evidence of the settlement by Defendant to support a defense of res judicata,  
collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to



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1 the Released Class Claims and the Released PAGA Claims

2 19. This document shall constitute a Judgment for purposes of California Rule of  
3 Court 3.769(h).

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

5 Date:

6/10/2024

Pat Broderick

6 **THE HON. PATRICK M. BRODERICK**  
7 **JUDGE OF THE SUPERIOR COURT**



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