

1 Christina A. Humphrey (SBN 226326)
2 **CHRISTINA HUMPHREY LAW, P.C.**
3 1117 State Street
4 Santa Barbara, CA 93101
5 T: (805) 618-2924
6 F: (805) 618-2939
7 christina@chumphreylaw.com

8 Peter M. Hart (SBN 198691)
9 **LAW OFFICES OF PETER M. HART**
10 12121 Wilshire Boulevard, Suite 525
11 Los Angeles, Ca 90025
12 T: (310) 478-5789
13 F: (509) 561-6441
14 hartpeter@msn.com

15 *Attorneys for Plaintiff Brandon Vinson*

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF RIVERSIDE

18 BRANDON VINSON, as an individual and on
19 behalf of other aggrieved employees,

20 Plaintiffs,

21 v.

22 TOTAL PLACEMENT SOLUTIONS, LLC
23 DBA DECTON LI; ALBERTSONS
24 COMPANIES, INC.; ALBERTSONS LLC;
25 AND DOES 1 THROUGH 10,
26 INCLUSIVE,

27 Defendants.

Case No.: RIC 1904979

~~PROPOSED~~ JUDGMENT

[Filed and served concurrently with
Memorandum of Points and Authorities;
Declarations of Attorneys Christina A.
Humphrey and Peter M. Hart; Declaration of
Makenna Snow of ILYM Group; Declaration
of Brandon Vinson; and [Proposed] Order]

Judge: Hon. Raquel A. Marquez

Date: August 8, 2022

Time: 08:30 a.m.

Dept: S303

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 19 2022

G. ZAMBRANO

DEC 30 2022

~~PROPOSED~~ JUDGMENT

1
2 1. In accordance with, and for the reasons stated in the Court’s Order Granting Plaintiffs’
3 Motion for Final Approval of Class Action Settlement, Judgment shall be entered in the above-
4 captioned case whereby Plaintiff Brandon Vinson in Case No. RIC 1904979 (“Plaintiff”) and all
5 Participating Class Members and PAGA Employees shall take nothing from Defendants TOTAL
6 PLACEMENT SOLUTIONS, LLC DBA DECTON LI (“Decton” ; ALBERTSONS
7 COMPANIES, INC.; ALBERTSONS LLC, (“Albertsons”) (Collectively “Defendants”) except as
8 expressly set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release of
9 Claims (“Settlement”), filed on November 12, 2021, as Exhibit A to the Supplemental Declaration
10 of Christina A. Humphrey in Support of Plaintiff’s Unopposed Motion for Preliminary Approval
11 of Class Action Settlement and Provisional Class Certification.

12
13 2. The Court has granted final approval of the Settlement, and the Parties are bound by the
14 terms of the Settlement.

15
16 3. Any envelope transmitting a settlement distribution to a class member shall bear the
17 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any settlement
18 distribution check shall be negotiable for at least 90 days but not more than 180 days from the date
19 of mailing. The administrator shall mail a reminder postcard to any class member whose settlement
20 distribution check has not been negotiated within 60 days after the date of mailing. If (i) any of the
21 class members are, current employees of the defendant, (ii) the distribution mailed to those
22 employees is returned to the administrator as being undeliverable, and (iii) the administrator is
23 unable to locate a valid mailing address, the administrator shall arrange with the defendant to have
24 those distributions delivered to the employees at their place of employment.

25
26 4. Solely for purposes of effectuating the Settlement, this Court has certified a Class
27 defined as “All non-exempt persons employed by Decton who worked at the soup making facility
28 located at 14950 Innovation Drive, Riverside, California, during the Class Period (October 1, 2015,

1 through the date of Preliminary Approval). Non-exempt workers directly and exclusively
2 employed by Albertson's, and not Decton, are not included in the Settlement.”.

3
4 5. “PAGA Employees” are defined as all non-exempt persons employed by Decton
5 who worked at the soup making facility located at 14950 Innovation Drive, Riverside,
6 California, from May 1, 2018, to the date of Preliminary Approval of the Settlement (“PAGA
7 Period”). Non-exempt workers directly and exclusively employed by Albertson's, and not
8 Decton, are not included in the Settlement. As of December 1, 2020, the total PAGA size is
9 approximately 92 class members.

10
11 6. Plaintiff and every member of the Class, without the need to manually sign a release
12 document, in exchange for the consideration recited in the Settlement, on behalf of himself or
13 herself and on behalf of his/her current, former, and future heirs, executors, administrators,
14 attorneys in fact, agents, and assigns, shall and does hereby fully and finally release
15 Defendants, and each of Defendants' parents, predecessors, successors, subsidiaries, affiliates,
16 sister companies, related entities, partners, and trusts, and all of their respective employees,
17 officers, agents, attorneys in fact, stockholders, fiduciaries, and assigns (“Releasees”) from
18 any and all claims, rights, demands, liabilities and causes of action of any kind whatsoever,
19 whether know or unknown, that have been, or could have been, asserted against the
20 Defendants or Releasees arising out of the claims, causes of action, facts, or allegations set
21 forth in the Action from October 1, 2015 through the date of entry of the Judgment by the
22 Superior Court (the “Released Claims”). The Released Claims expressly include, without
23 limitation, all claims alleged in the Third Amended Complaint for failure to pay for all time
24 worked, including minimum wages, designated wages, and overtime wages; failure to provide
25 meal and rest periods in compliance with California law; failure to pay premium wages and/or
26 restitution for alleged on duty, missed, short, and/or late meal and rest periods; failure to
27 reimburse and indemnify for work related expenses and losses in the course of discharging
28 official duties; unlawful deductions from wages or required reimbursement for any shortage,
breakage, or loss that was not caused by a dishonest or willful act or by gross negligence;

1 failure to maintain accurate employment records; failure to provide accurate itemized pay
2 stubs; and failure to pay all wages owed upon termination.

3 This Release also expressly includes all claims for damages, interest, penalties, premiums,
4 fees, costs, restitution, and any recovery or award of any kind based on the Released Claims.

5
6 7. Plaintiffs, all PAGA Employees, and the State of California will unconditionally and
7 irrevocably forever release and discharge Defendants and all Releasees from any and all claims
8 under Labor Code sections 2699, et seq., and from civil penalties under PAGA for the PAGA
9 Period, based on the factual allegations pled in the operative complaints, the Released Claims,
10 and PAGA letters to the LWDA in the Actions, including any claims for attorneys' fees, costs,
11 or interest resulting therefrom ("PAGA Released Claims").

12
13 8. No individual timely opted out of the Settlement and therefore all members of the
14 Class, and PAGA Employees, are bound by the terms of the Settlement and this Judgment.

15
16 9. Attorney fees in the amount of \$83,333.33 and expenses in the amount of \$9,949.58
17 shall be paid to Christina Humphrey Law, P.C. Attorney fees in the amount of \$41,666.67 and
18 expenses in the amount of 4,767.75 shall be paid to the Law Offices of Peter Hart.

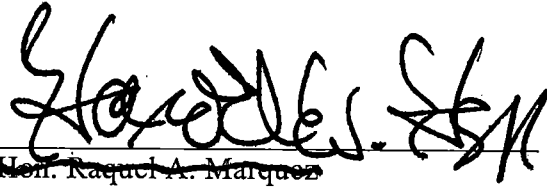
19
20 10. This Court shall retain jurisdiction with respect to all matters related to the
21 of, or related to the subject matter of the lawsuit, including but not limited to all matters related
22 to the Settlement and the determination of all controversies relating thereto.

23
24 11. Plaintiff shall give notice of this Judgment to Class Members, and PAGA
25 Employees, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy
26 of the Judgment on the Settlement Administrator's website.

27
28 **IT IS SO ADJUDICATED.**

DATED:

12/19/22



~~Hon. Raquel A. Marques~~
Judge of the Superior Court

Judge Harold W. Hopp

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28