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13 HARVEST MEAT COMPANY, INC.

14 SUPERIOR COURT OF CALIFORNIA

15 COUNTY OF SACRAMENTO

16 PABLO MANANDEG, an individual, on
him own behalf and on behalf of all other
17 similarly situated,

18 Plaintiffs,

19 v.

20 HARVEST MEAT COMPANY, INC., a
Delaware corporation,; and DOES 1
21 through 100, inclusive,

22 Defendant.
23

Case No. 34-2018-00225970

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

BY FAX



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1 **ORDER AND JUDGMENT**

2 This matter came before the Court on December 11, 2019 for a hearing on the Motion for
3 Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class
4 Representative Enhancement Payments. Due and adequate notice having been given to Class
5 Members as required by the Court's August 21, 2019 Preliminary Approval Order, and the Court
6 having considered all papers filed and proceedings herein, and having received no objections to the
7 settlement, and determining that the settlement is fair, adequate and reasonable, and otherwise being
8 fully informed and good cause appearing therefore, it is hereby ORDERED AS FOLLOWS:

9 1. For the reasons set forth in the Preliminary Approval Order, this Court finds that the
10 requirements of California Code of Civil Procedure section 382 have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of
12 the Joint Stipulation of Class Action Settlement and Release (the "Settlement" or "Settlement
13 Agreement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the Action and over
15 all parties to the action, including all members of the Settlement Class.

16 4. The Notice Packet fully and accurately informed Class Members of all material
17 elements of the proposed settlement and of their opportunity to request exclusion or object; was the
18 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
19 Members; and complied fully with due process. The Class Notice fairly and adequately described the
20 settlement and provided Class Members with adequate instructions and a variety of means to obtain
21 additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard.
24 Accordingly, the Court determines that all Class Members who did not timely and properly opt out
25 of the settlement are bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In
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1 particular, the Court finds that the settlement was reached following meaningful discovery and
2 investigation conducted by Plaintiff's counsel; that the settlement is the result of serious, informed,
3 adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement
4 are in all respects fair, adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented;
7 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
8 and discovery completed; and the experience and views of counsel. The Parties have provided the
9 Court with sufficient information about the nature and magnitude of the claims being settled, as well
10 as the impediments to recovery, to make an independent assessment of the reasonableness of the
11 terms to which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and
14 in the best interests of the entire Settlement Class and hereby directs implementation of all remaining
15 terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement
16 now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the
17 Parties were to continue to litigate the case. Additionally, after considering the monetary recovery
18 provided by the settlement in light of the challenges posed by continued litigation, the Court
19 concludes that the Settlement provides Class Members with fair and adequate relief.

20 9. For purposes of this Order and Judgment, the Class is defined as follows: All
21 employees who were or are employed by Defendant Harvest Meat Company, Inc. in California as
22 non-exempt Truck Drivers from January 23, 2014 through the date of Preliminary Approval of this
23 Settlement.

24 10. Plaintiff is a suitable representative and is hereby appointed as representative for the
25 Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome
26 ensured adequate and zealous advocacy for the Class, and that his interests are aligned with those of
27 the Class.

1 11. The Court hereby awards a Class Representative Enhancement Payment of
2 \$10,000.00 to the named Plaintiff.

3 12. The Court finds that Bradley/Grombacher, LLP has the requisite qualifications,
4 experience, and skill to protect and advance the interests of the Settlement Class. The Court
5 appoints Bradley/Grombacher, LLP as Class Counsel.

6 13. The Court hereby awards attorneys' fees totaling \$206,667.67 and litigation costs and
7 expenses totaling \$10,429.68 to Class Counsel. The Court finds that the requested award is
8 reasonable. Class Counsel has also established the reasonableness of the requested award of
9 attorneys' fees via its lodestar crosscheck, and the Court finds that the hourly rates are reasonable
10 and consistent with the prevailing market rates of the community for comparable work. Additionally,
11 evidence submitted by Class Counsel also demonstrates that the requested costs and expenses of
12 \$10,106.68 are fair and reasonable.

13 14. The Court approves claims administration expenses in the amount of \$7,982.25.

14 15. The Court approves that any funds represented by Individual Settlement Payment
15 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
16 more than one hundred and eighty (180) calendar days after issuance will escheat to the State of
17 California consistent with California's unclaimed property law.

18 16. The Settlement terms shall be effected pursuant to the implementation schedule set
19 forth in the Settlement and consistent with the Preliminary Approval Order, and no payments
20 pursuant to the Settlement shall be distributed until after the Effective Date.

21 17. All Class Members were given a full and fair opportunity to participate in the Final
22 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
23 All Class Members who did not timely submit a Request for Exclusion to be excluded from the
24 Settlement are barred from pursuing, or seeking to reopen, any of the Released Claims, as defined in
25 the Settlement Agreement. Accordingly, the terms of the Settlement Agreement and of the Court's
26 Order shall be forever binding on all Class Members who did not timely and properly exclude
27 themselves from the settlement. These Settlement Class Members have released and forever
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1 discharged Harvest Meat Company, Inc. and the Released Parties for any and all Released Claims as
2 set forth in the Settlement Agreement. There are no persons who have excluded themselves from the
3 Class.

4 18. Without affecting the finality of this Order and Judgment, the Court retains
5 jurisdiction over all matters relating to the interpretation, administration, implementation,
6 effectuation and enforcement of this Order and the Settlement.

7 19. The Court hereby enters final Judgment in this case in accordance with the terms of
8 the Settlement, the Order Granting Preliminary Approval, and this Final Approval Order and
9 Judgment.

10 20. The Parties are hereby ordered to comply with the terms of the Settlement.

11 21. The Parties shall bear their own costs and attorneys' fees except as otherwise
12 provided by the Settlement and this Final Approval Order and Judgment.

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

3 23. This document shall constitute a judgment for purposes of California Rules of Court,
4 Rule 3.769(h).

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

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8 Dated: December 11, 2019

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JUDGE OF THE SUPERIOR COURT
Alan G. Perkins



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