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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 GRECIA ZAMORA, individually and on  
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 NAMAR FOODS, INC., a California  
22 corporation, and DOES 1 to 100, inclusive,

23 Defendant.

Case No. 20STCV35904

~~PROPOSED~~

**FINAL JUDGMENT**

Date: October 26, 2021  
Time: 11:00 a.m.  
Judge: Hon. Willam F. Highberger  
Dept.: 10

1           1.       On October 26, 2021, the Court entered an Order Granting Motion for Final Approval  
2 of the Class Action Settlement (the “Final Approval Order”) between Plaintiff Grecia Zamora  
3 (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Namar Food  
4 Inc. (collectively the “Defendants”). As set forth in the Court’s Final Approval Order, all settlement  
5 Class Members except for the single opt-out are hereby bound by the Final Approval Order and the  
6 terms of the parties’ Joint Stipulation of Settlement and Release of Class and PAGA Representative  
7 Action (the “Settlement Agreement”). A copy of the Settlement Agreement is attached as Exhibit A to  
8 the Declaration of Craig J. Ackermann in Support of the Motion for Preliminary Approval of Class  
9 Settlement filed on May 24, 2021.

10                   **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11           2.       All defined terms herein shall have the same meaning as defined in the Settlement  
12 Agreement, which is incorporated herein by reference in its entirety.

13           3.       The “Class” or “Class Members” refers to all current and former hourly and/or non-  
14 exempt persons employed by Defendant in California at any time from September 18, 2016 to the  
15 Preliminary Approval Date. Defendant represents there are approximately 86 Class Members who  
16 worked during the Class Period as of March 4, 2021 (the “Class Period”). (Settlement Agreement, ¶  
17 1.3). The Class consists of 88 participating class members.<sup>1</sup>

18           4.       Defendants shall fund the settlement in the gross amount of **\$300,000.00** (plus any  
19 applicable employer-side payroll taxes) in accordance with the terms of the Settlement Agreement and  
20 the allocations set forth in the Final Approval Order.

21           5.       Consistent with the Settlement Agreement and Addendum, as of the date Defendant  
22 fully funds the Gross Settlement Amount, all Class Members, except for the single individual who  
23 requested exclusion from the settlement<sup>2</sup>, shall release Defendant Namar Food Inc. and each of their  
24 respective past and present officers, directors, shareholders, partners, owners, employees, agents,  
25 principals, heirs, representatives, consultants, and their respective successors and predecessors in  
26 interest, subsidiaries, affiliates, parents and attorneys from any and all causes of action or claims that  
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28 <sup>1</sup> Samuel Rivera opted out and is not subject to the class release and will not participate in the settlement.

<sup>2</sup> Only one Class Member requested exclusion from the settlement, Samuel Rivera.

1 were asserted, or could have been asserted, during the class period, based on violations of the following  
2 Labor Code provisions: Labor Code sections 226, 226.3, 226.7, 510, 512, 201-203, 204, 210, 1194,  
3 1194.2, 1197, and 1198, 2802, IWC Wage Order 5-2001, IWC Wage Order No. 4-2001, California  
4 Business and Professions Code sections 17200, *et seq.* (UCL), and California Labor Code section 2698,  
5 *et seq.* based upon the facts alleged in the First Amended Complaint filed on January 6, 2020, as well  
6 as any other causes of action or claims that could have been asserted based upon the facts alleged in  
7 the First Amended Complaint. The Released claims do not include any claims for workers  
8 compensation insurance, unemployment insurance, or disability insurance benefits of any nature, nor  
9 does it release any claims, actions, or causes of action which may be possessed by Settlement Class  
10 Members (excepting the Class Representative) under state or federal discrimination statutes, including,  
11 without limitation, the Cal. Fair Employment and Housing Act, Cal. Government Code § 12940, *et*  
12 *seq.*; the Unruh Civil Rights Act, the Cal. Civil Code § 51, *et seq.*; Title VII of the Civil Rights Act of  
13 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101,  
14 *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*;  
15 the Fair Credit Reporting Act, the Investigative Consumer Reporting Agencies Act (ICRAA), and/or  
16 the Consumer Credit Reporting Agencies Act (CCRAA).

17 6. The Court retains continuing jurisdiction over the Action and the Settlement, including  
18 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the  
19 Settlement Agreement and Addendum, (b) addressing settlement administration matters, and (c)  
20 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

21 7. This Final Judgment is intended to be a final disposition of the above captioned action  
22 in its entirety, and is intended to be immediately appealable. This Judgment resolves and extinguished  
23 all claims released by the Settlement Agreement and Addendum, against Defendants. Nothing in this  
24 Final Judgment is or may be deemed to be an admission by Defendants, nor is the Judgment a finding  
25 of the validity of any allegations or of any wrongdoing by Defendants. Neither the Judgment, Order,  
26 the Settlement Agreement, the Addendum, nor any document referred to therein, nor any action taken  
27 to carry out the Settlement Agreement and Addendum, may be construed as, or may be used as, an  
28 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against

1 Defendants.

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3 **FINAL JUDGMENT IS HEREBY ENTERED.**

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6 DATED: 10/26/2021



*W.F. Highberger*

7 HON. WILLIAM HIGHBERGER  
8 *William F. Highberger* / Judge  
9 JUDGE OF THE SUPERIOR COURT

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