

JAN 13 2017

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

1 James R. Hawkins, Esq. SBN 192925
2 Isandra Fernandez, Esq. SBN 220482
3 **JAMES HAWKINS APLC**
4 9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

5 Attorneys for Plaintiffs, ADA MARTINEZ and BERNARDA RAMOS
6 on behalf of themselves and all others similarly situated

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ORANGE

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10 ADA MARTINEZ and BERNARDA RAMOS
11 on behalf of themselves and all others similarly
12 situated

13 Plaintiffs,

14 vs.

15 DR. FRESH, LLC. a Delaware limited liability
16 company, and DOES 1 through 50, inclusive,

17 Defendants.

Case No. 30-2014-00716816-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
JUDGE Hon. Thierry Patrick Colaw
DEPT: CX105

^{TPC}
~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

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21 This Court having considered Plaintiffs Ada Martinez and Bernarda Ramos' Motion for
22 Final Approval of Class Action Settlement, and all legal authorities and documents submitted in
23 support thereof, including the Joint Stipulation of Class Action Settlement and Release
24 ("Settlement Agreement"), and good cause appearing, IT IS HEREBY ORDERED ADJUDGED
25 AND DECREED that the Motion for Final Approval of Class Action Settlement is GRANTED,
26 subject to the following findings and orders:

27 1. All terms used herein shall have the same meaning as defined in the
28 Settlement Agreement.

1 2. This Court has jurisdiction over the subject matter of this litigation and
2 over the Parties to this litigation, including all Class Members.

3 3. Final approval shall be with respect to the Class. The Class is defined as
4 all current and former non-exempt employees who worked at any California facility owned or
5 operated by Dr. Fresh, at any time from April 14, 2010 through September 30, 2016.

6 4. The distribution of the Class Notice and the Class Member Notice of
7 Individual Weeks Worked (hereinafter collectively referred to as the "Notice Packet") has been
8 completed in conformity with the September 30, 2016 Preliminary Approval Order. The Class
9 Notice provided adequate notice of the proceedings and about the case, including the proposed
10 settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due
11 process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such
12 notice and to all Class Members who could be identified through reasonable effort. As executed,
13 the Class Notice was the best notice practicable under the circumstances.

14 5. The Court hereby approves the terms set forth in the Settlement
15 Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and
16 reasonable and directs the Parties to effectuate the Settlement Agreement according to its terms.
17 The Court finds that the Settlement Agreement has been reached as a result of informed and non-
18 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
19 extensive investigation and research, and their attorneys were able to reasonably evaluate their
20 respective positions. The Court also finds that settlement now will avoid additional and
21 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
22 litigate the case. The Court has reviewed the monetary recovery being provided as part of the
23 Settlement and recognizes the significant value accorded to Class Members.

24 6. The Settlement Agreement is not an admission by Defendant or by any
25 other Released Party, nor is this Order a finding of the validity of any allegations or of any
26 wrongdoing by Defendant or any other Released Party. Neither this Order, the Settlement
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
28 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,

1 omission, concession, or liability whatsoever by or against Defendant or any of the other
2 Released Parties.

3 7. Defendant shall pay the Participating Class Members pursuant to the
4 procedure described in the Settlement Agreement and Notice Packets.

5 8. The Court confirms Named Plaintiffs Ada Martinez and Bernarda Ramos
6 as Class Representatives and hereby approves the class representative enhancement payment of \$
7 5,000.00 to each for their services to the Class. The Court finds that this amount is fair and
8 reasonable in light of Plaintiffs' contribution to this litigation. The payment of the Class
9 Representatives' enhancements shall be made in accordance with the terms of the Settlement.

10 9. The Court hereby confirms James R. Hawkins and Isandra Fernandez from
11 the law firm James Hawkins APLC as Class Counsel for the Class.

12 10. The Court hereby awards attorneys' fees in the amount of \$164,983.50
13 (equivalent to 33 1/3% of the Gross Settlement Amount of \$ 495,000.00) and costs and expenses
14 of \$11,155.31 to Class Counsel. The Court finds that the attorneys' fees and costs requested
15 were reasonable in light of the relevant factors under California law. The payment of fees and
16 costs to Class Counsel shall be made in accordance with the terms of the Settlement.

17 11. The Court grants final approval of the payment of \$5,000.00 in penalties
18 under the Private Attorney General Act ("PAGA") Lab. Code § 2699 *et seq.*

19 12. The Court further approves the payment of \$ 8,905.00 to Phoenix
20 Settlement Administrators for the fees and costs of administering as set forth in the Settlement
21 Agreement. The payment authorized by this paragraph shall be made in accordance with the
22 terms of the Settlement.

23 13. Defendant shall have no further liability for costs, expenses, interest,
24 attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement
25 Agreement.

26 14. This "Judgment" is intended to be a final disposition of the above
27 captioned action in its entirety, and is intended to be immediately appealable.

28 15. The Court shall have and retain continuing jurisdiction over this action and

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the parties and Class Members, including after the entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order.

FINAL REPORT HEARING DATE IS 16 JUNE 2017.

Dated: 1-13-17

Thierry Patrick Colaw
Thierry Patrick Colaw

TR