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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF PLACER**

18 LIDIA CRISANTO AND ULISES PEREZ
19 MENDOZA, individuals, on behalf of
20 themselves, the State of California, as private
21 attorney generals, and on behalf of all others
22 similarly situated,

23 Plaintiffs,

24 v.

25 NATE’S FINE FOODS, LLC, an Alabama
26 Limited Liability Company; and DOES 1 TO 50,
27 Defendants.

Filed - 03/07/2025

Electronically filed by Superior Court of California
County of Placer on 03/07/2025
Jake Chatters, Clerk of the Court
By B. Baldock Deputy Clerk

Case No. S-CV-0051432
Related Case No. S-CV-0051682

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS’ FEES
AND COSTS**

Date: March 6, 2025
Time: 8:30 a.m.
Dept.: 3
Judge: Hon. Michael W. Jones

1 On March 6, 2025, the Court held a hearing on Plaintiffs’ Motion for Final Approval of Class
2 Action Settlement and Attorneys’ Fees and Costs.

3 The Court has reviewed the Class Notice and related forms and the notice procedures that the
4 parties implemented in accordance with the Court’s Order on Plaintiffs’ motion for preliminary approval
5 of the class action settlement. The Court finds that Class Members have duly been given notice of the
6 Settlement, to participate in the settlement by doing nothing, to contest the number of weeks-worked
7 specified on their Share Forms, exclude themselves from the Settlement, and comment on or object to the
8 Settlement or any of its terms. Having read and considered the Settlement, the papers filed in support of
9 Plaintiffs’ unopposed motion, the Court GRANTS final approval of the Settlement and ORDERS AND
10 MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement and
12 Attorneys Fees and Costs (the “Order”) shall have the same meanings given as those terms are used and/or
13 defined in the parties’ Settlement Agreement (the “Settlement” or “Agreement”). A copy of the
14 Agreement is attached as Exhibit A to the Declaration of Jonathan Melmed in Support of Plaintiff’s
15 Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

16 2. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
17 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
18 comports with California Rule of Court 3.766. The Class Notice informed 689 Class Members of the
19 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
20 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
21 the Final Approval Hearing, and be heard regarding approval of the Settlement.¹ Adequate periods of time
22 to respond and to act were provided by each of these procedures. No Class Members filed written
23 objections to the Settlement as part of this notice process, and no Class Members filed a written statement
24 of intention to appear at the Final Approval Hearing as of the date of filing of this Motion, with no or
25 adequately low number of written objections or written statement of intention to appear at the Final
26 Approval Hearing at the end of the opt-out and notice period.

27 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
28

29 ¹ Notice was sent to all 689 Class Members, but the administrator reports that after skip-tracing, a National Change of Address Search, and re-mailing, 104 notice packets remained undeliverable.

1 Agreement and as follows:

2 *All individuals who are or were employed by Defendants as nonexempt employees in California*
3 *during the period from October 13, 2019, through June 10, 2024.*

4 4. The Court deems this definition sufficient for the purpose of California Rule of Court
5 3.765(a), and solely for the purpose of effectuating the Settlement.

6 5. The Court appoints Plaintiffs Lidia Crisanto and Ulises Perez Mendoza as Class
7 Representatives.

8 6. The court appoints Jonathan Melmed and Meghan Higday of Melmed Law Group P.C.,
9 Emil Davtyan, David Yeremian, and Natalie Haritounian of D.Law, Inc., as adequate class counsel.

10 7. The terms of the Agreement, including the Gross settlement amount of \$346,927.50 and
11 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,
12 and the Courts grants final approval of the Settlement set forth in the Agreement. The Court orders the
13 Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms
14 thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall
15 take precedence and supersede the Settlement. Defendants shall pay out the Gross Settlement Amount as
16 follows:

17 1.	Deadline for Defendant to deposit the Gross Settlement Amount to the Settlement Administrator	[Within 21 days of the Effective Date, pursuant to the Settlement Agreement, S.A. 4.3]
18 2.	Deadline for Settlement Administrator to distribute Class Counsel's Fees and Expenses	Within 35 days of the Effective Date, pursuant to the settlement Agreement, S.A. 4.4]
19 3.	Deadline for Settlement Administrator to distribute the Net Settlement Amount to Class Members	[Within 35 days of the Effective Date, pursuant to the Settlement Agreement, S.A. 4.4]
20 4.	Deadline for Settlement Administrator to distribute Settlement Awards	[Within 35 days of the Effective Date, pursuant to the Settlement Agreement, S.A. 4.4]

21 8. The \$11,500.00 designated for payment to CPT Group, Inc., the Settlement Administrator,
22 is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to
23 the Settlement Administrator in accordance with the Agreement.

24 9. The \$115,630.94 amount requested by Plaintiffs and Class Counsel for the Class Counsels'

1 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final
2 approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the
3 Agreement.

4 10. The \$17,423.75 amount requested by Plaintiffs and Class Counsel for the Class Counsels'
5 reimbursement of expenses is fair and reasonable. The Court grants final approval of, and orders the Class
6 Counsel Litigation Expenses Payment to be made in accordance with the Agreement.

7 11. The \$20,000.00 requested by Plaintiffs for the Class Representative Payments is fair and
8 reasonable. The Court grants final approval of, and orders the Class Representative Payments to be made
9 in accordance with the Agreement.

10 12. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
11 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
12 if the Settlement fails to become Final or effective, or in any other case without limitation. The Settlement
13 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiffs have asked
14 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
15 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the
16 subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or
17 proceeding other than for settlement purposes.

18 13. All Class Members who have not opted-out shall be bound by the Settlement and this
19 Order, including the release of claims in favor of Defendant and the other Released Parties as set forth in
20 the Agreement, and are permanently barred from prosecuting against Defendant and the other Released
21 Parties any and all of Class Members' Released Claims as defined in the Agreement.

22 14. Class Representatives Lidia Crisanto and Ulises Perez Mendoza are bound to the general
23 release of claims against Defendant and the other Released Parties as set forth in the Agreement, and are
24 permanently barred from prosecuting against Defendant and the other Released Parties any and all of
25 Plaintiffs Released Claims as defined in the Agreement.


26 15. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
27 provided in the Settlement Agreement.

28 16. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
29 purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and

1 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

2 ~~17. The Court hereby sets a hearing date of _____ at ___pm/am for a~~
3 ~~hearing on the final accounting and distribution of the settlement funds.~~

4 **IT IS SO ORDERED.**



Michael W. Jones

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6 DATED: Tas & A PCC

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8 Hon. Michael W. Jones
9 Judge of Placer County Superior Court