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7 Attorneys for Plaintiff MARIA MERCADO  
and all others similarly situated and aggrieved

**FILED**  
Clerk of the Superior Court

SEP 13 2024

By: N. Calantoc, Deputy

RECEIVED  
August 21, 2024

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN DIEGO**

11 MARIA MERCADO, an individual, on behalf of  
12 herself and all others similarly situated and  
aggrieved,

13 Plaintiff,

14 vs.

15 OWB PACKERS, LLC, a California Limited  
16 Liability Company; ONE WORLD  
VENTURES, LLC DBA ONE WORLD BEEF,  
17 a California Limited Liability Company; and  
DOES 1 through 25, inclusive,

18 Defendants.

Case No.: 37-2022-00050243-CU-OE-CTL

[Assigned for all purposes to the Hon. James A.  
Mangione, Dept. C-75]

~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS AND PAGA ACTION  
SETTLEMENT AND APPLICATION FOR  
ATTORNEYS' FEES AND COSTS;  
JUDGMENT

Date: September 13, 2024  
Time: 9:00 a.m.  
Dept: C-75

[Filed concurrently with (1) Notice of Motion and  
Motion for Final Approval; Memo of Points and  
Authorities; (2) Declarations of Erik Dos Santos;  
20 (3) CPT Group, Inc. Declaration; and (4)  
21 Declaration of Plaintiff Maria Mercado]

22 Date Action Filed: December 15, 2022  
23 Trial Date: N/A

~~PROPOSED~~ **ORDER AND JUDGMENT**

This matter has come before the Honorable James A. Mangione in Department C-75 of the San Diego County Superior Court located at 330 West Broadway, San Diego, California 92101 on Plaintiff Maria Mercado’s Motion for Final Approval of Class and PAGA Action Settlement pursuant to California Rules of Court, Rule 3.769 and Labor Code sections 2698 et seq.

On April 9, 2024, the Court granted Plaintiff’s Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement and entered an Order in accordance therewith.

Having duly considered all papers, evidence and oral arguments in this matter to date, including Plaintiff’s Motion for Final Approval and good cause appearing, the Court **ORDERS, ADJUDGES AND DECREES:**

1. All defined terms contained herein shall have the same meaning as set forth in the Parties’ Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”), a copy of which is attached hereto as Exhibit A..

2. This Court has jurisdiction over the claims asserted in this litigation and personal jurisdiction over Plaintiff, Defendants, and the members of the Settlement Class, as defined in the Settlement Agreement.

3. The applicable requirements of the California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769, have been satisfied with respect to the Settlement Class and the settlement. The Court makes final its earlier provisional certification of the following Settlement Class(es) for purposes of settlement only.

A. Settlement Class: All current and former nonexempt employees who worked for OWB Packers, LLC and One World Ventures LLC in California during the Class Period beginning four years prior to the filing of this Complaint, i.e., December 15, 2018 through February 29, 2024.

4. Plaintiff Maria Mercado is confirmed as the Class Representative; Shegerian & Associates, Inc. is confirmed as Class Counsel; and CPT Group, Inc. is confirmed as the Settlement Administrator.

5. The Notice of Class Action Settlement that was approved on April 9, 2024 and transmitted to the Settlement Class fully and accurately informed the members of the Settlement Class of all material

1 elements of the settlement, including their opportunity to request exclusion from the settlement or object  
2 to the settlement; was the best notice practicable under the circumstances; was valid, due and sufficient  
3 notice to all members of the Settlement Class; and complied fully with the laws of the state of California,  
4 the United States Constitution, due process, Rule 3.766 of the California Rules of Court, and all other  
5 applicable laws.

6         6.       Three Class Members submitted a timely request for exclusion; one Class Member  
7 submitted an untimely request for exclusion, which has been accepted by the Parties. The Class Members  
8 who have requested exclusion from the Settlement Class are Ramon Felix Mendivil, Flor Cantu, Andrea  
9 Rosales, and Fernando Martinez. These Class Members have thus been excluded, are not entitled to an  
10 Individual Settlement Payment, and are not bound by this Judgment except as to the claims arising under the  
11 Private Attorneys General Act.

12         7.       No member of the Settlement Class has objected to the terms of the Settlement.

13         8.       The settlement is fair, reasonable and adequate, and in the best interest of the members of  
14 the Settlement Class as a whole. Specifically, the settlement was reached following meaningful discovery  
15 and investigation conducted by Class Counsel; is the result of serious, informed, adversarial, and arm's-  
16 length negotiations between the parties, and that the terms of the settlement are, in all respects, fair,  
17 adequate and reasonable. The Court has considered all of the evidence presented, including evidence  
18 regarding the strength of Plaintiff's case; the risks, expense, and complexity of claims presented; the likely  
19 duration of further litigation; the amount offered in the settlement; the extent of investigation and  
20 discovery completed; and the experience and views of Class Counsel. The Court also considered the lack  
21 of objections from members of the Settlement Class.

22         9.       The settlement is to be effectuated in accordance with the Settlement Agreement.

23         10.       A full opportunity has been afforded to the members of the Settlement Class to participate  
24 in the hearing on Plaintiff's Motion for Final Approval, and all members of the Settlement Class and other  
25 persons wishing to be heard, have been heard. The members of the Settlement Class have had a full and  
26 fair opportunity to exclude themselves from the settlement.

27         11.       Upon the date of this Order and the funding of the Gross Settlement Amount, and except  
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1 as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member  
2 will release the Released Parties of all the Released Claims as defined in the Settlement Agreement.

3 12. Plaintiff has satisfied their requirement to notify the State of California Labor and  
4 Workforce Development Agency of this Settlement and hereby approves the settlement of claims under  
5 the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*) in  
6 the total amount of \$100,000. The Court orders payment in the amount of \$75,000 to the State of California  
7 Labor and Workforce Development Agency in compromise of claims under the Labor Code Private  
8 Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*). The remaining \$25,000.00  
9 (25% of \$100,000.00) be allocated to the Net Settlement Amount for distribution to members of the  
10 Settlement Class who worked during the PAGA Period, as defined by the Settlement Agreement.

11 13. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants' obligation  
12 to provide to the Administrator the Gross Settlement Amount pursuant to the Settlement Agreement, the Labor  
13 Workforce & Development Agency, Plaintiff and the PAGA Members, including the opt outs identified above,  
14 have released the Released Parties of their Released PAGA Claims.

15 14. The Gross Settlement Amount of \$3,000,000.00 shall be funded within 30 calendar days  
16 of the Effective Date, 95 days after issuance of this Order. Defendants shall deposit the Gross Settlement  
17 Amount into a Qualified Settlement Fund with the Settlement Administrator.

18 15. The Settlement Administrator shall distribute the settlement funds in accordance with the  
19 Settlement Agreement.

20 16. The Court approves and orders payment in the amount of \$20,500.00 to CPT Group, Inc.,  
21 for performance of its settlement administration services.

22 17. In addition to any recovery that the Plaintiff may receive under the Settlement Agreement as a  
23 Settlement Class Member, and in recognition of each Plaintiff's efforts on behalf of the Settlement Class, the  
24 Court hereby approves the payment of a service fee award to Plaintiff in the amount of \$5,000 .

25 18. The Court finds that the requested General Release Payment of \$12,500.00 to Plaintiff is  
26 fair and reasonable for the work performed and the risks associated with bringing this Action. The Court  
27 awards and thus ORDERS that the Settlement Administrator issue a General Release Payment to Plaintiff  
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1 in the amount of \$12,500.00. The General Release Payment is in addition to Plaintiff's Class  
2 Representative Payment and respective payment under the settlement.

3 19. The Court approves the payment of attorneys' fees to Class Counsel in the sum of  
4 ~~\$ 750,000~~ and the reimbursement of litigation expenses in the sum of \$19,634.50.

5 20. In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this  
6 Judgment to all Settlement Class Members through the website established by the Settlement  
7 Administrator for this Settlement.

8 21. Upon the Effective Date, all Settlement Class Members, except the excluded individuals,  
9 PAGA Members, and the Labor Workforce & Development Agency shall be and are hereby permanently  
10 barred from the initiation or prosecution of any and all of the claims released under the terms of the  
11 Settlement.

12 22. This Judgment is intended to be a final disposition of the Action in its entirety, and is  
13 intended to be immediately appealable.

14 23. Plaintiff shall give notice of this Judgment Approving Class Action Settlement.

15 24. In accordance with and for the reasons stated in the Final Approval Order, this Judgment  
16 shall be entered whereby the Plaintiff, all Settlement Class Members, PAGA Members, and the Labor  
17 Workforce & Development Agency shall take nothing from Defendants, except as expressly set forth in  
18 the Settlement Agreement, as attached hereto as Exhibit A.

19 25. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the  
20 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the  
21 Plaintiff, Settlement Class Members, and Defendants, for the purposes of:

22 (a) supervising the implementation, enforcement, construction, and interpretation of the  
23 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval  
24 Order, and the Judgment; and

25 (b) supervising distribution of amounts paid under this Settlement.

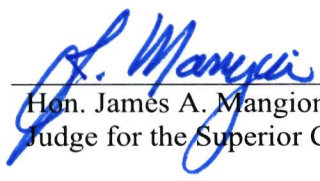
26 26. An accounting summary regarding the distribution of the settlement funds and the status  
27 of any unresolved issues shall be filed by February 14, 2025. A final accounting hearing regarding the  
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1 distribution of the settlement funds shall be held on February 21, 2025 at 9:45 (a.m.)/p.m. in  
2 Department C-75 of San Diego County Superior Court.

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**IT IS SO ORDERED AND ADJUDGED.**

Dated: 9.13.24

  
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Hon. James A. Mangione  
Judge for the Superior Court