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Attorneys for Plaintiff Gelin Turcios Toledo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

GELIN TURCIO TOLEDO individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

COLUMBUS MANUFACTURING, INC., a
Delaware corporation; HORMEL FOODS
CORPORATION, a Delaware corporation;
HORMEL FOODS INTERNATIONAL
CORPORATION, a Delaware corporation;
HORMEL FOODS CORPORATE SERVICES,
LLC, a Delaware limited liability company;
HORMEL FOODS OPERATIONS, LLC, a
Minnesota limited liability company; HORMEL
FOODS SALES, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. RG21106838

Assigned to the Hon. Noël Wise

~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Date: July 23, 2024
Time: 1:30 p.m.
Place: Department 21

Complaint Filed: July 28, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Alameda
07/26/2024
Clad Flake, Executive Officer / Clerk of the Court
By: D. Kinney Deputy

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and Class
4 Representative Enhancement Payments (collectively, the “Motions”). Due and adequate notice having
5 been given to Class Members as required by the Court’s Preliminary Approval Order, and the Court
6 having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and
7 otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS**
8 **FOLLOWS:**

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

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

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

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

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

27 6. The Court has considered all relevant factors for determining the fairness of the
28 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 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 in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
19 provides Class Members with fair and adequate relief.

20 9. The Settlement Agreement is not an admission by Defendants or by any other Released
21 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
22 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
23 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
25 whatsoever by or against Defendants or any of the other Released Parties.

26 10. Final approval shall be with respect to: All current and former hourly paid, non-exempt
27 employees of Defendants who worked in the State of California at any time during the period from July
28 28, 2017 through February 18, 2023.

1 11. Plaintiffs Maria Garcia Ruiz and Gelin Turcios Toledo are adequate and suitable
2 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
3 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
4 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
5 Settlement Class.

6 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
7 \$5,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
8 all claims arising out of their employment with Defendants.

9 13. The Court finds that the attorneys at Capstone Law APC and Bibiyan Law Group have
10 the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement
11 Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to
12 the position of Class Counsel, and hereby appoints Capstone Law APC and Bibiyan Law Group as
13 counsel for the Settlement Class.

14 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
15 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
16 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
17 Members.

18 15. The Court hereby awards \$690,000 in attorneys' fees and \$19,429.68 in costs and
19 expenses to Capstone Law APC and Bibiyan Law Group. The Court finds that the requested award of
20 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the
21 common fund created by the settlement. Counsel have also established the reasonableness of the
22 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours
23 billed, and risk multiplier are fair and reasonable. The award of attorneys' fees and costs will be divided
24 as follows: (a) \$345,000 in attorneys' fees and \$6,536.35 in litigation costs to Capstone Law APC; and
25 (b) \$345,000 in attorneys' fees and \$12,893.33 in litigation costs to Bibiyan Law Group.

26 16. The Court approves settlement administration costs and expenses in the amount of
27 \$12,750 to CPT Group, Inc.

28 17. All Class Members were given a full and fair opportunity to participate in the Approval

1 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
2 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
3 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
4 and Judgment shall be forever binding on all Class Members. These Class Members have released and
5 forever discharged the Released Parties for any and all Released Class Claims during the Class Period:

6 All causes of action to be alleged in the Second Amended Complaint, or that could
7 reasonably have been based on the factual allegations, during the Class Period,
8 including but not limited to all of the following claims for relief: (a) failure to pay
9 overtime wages; (b) failure to pay minimum wages; (c) failure to provide proper
10 meal periods, and to properly provide premium pay in lieu thereof; (d) failure to
11 authorize and permit rest breaks, and to properly provide premium pay in lieu
12 thereof; (e) improper and/or inaccurate wage statements; (f) failure to maintain
13 required records; (g) waiting time penalties for untimely final pay; (h) failure to
14 timely pay wages during employment; (i) failure to reimburse; (j) failure to provide
15 one day's rest in seven; (k) failure to pay vacation wages; (l) unfair business
16 practices; (m) any other claims or penalties under the wage and hour laws pleaded
17 in the Actions; and (n) all damages, penalties, interest and other amounts
18 recoverable under the foregoing causes of action or primary rights under California
19 and federal law, to the extent permissible. It is understood that the Second
20 Amended Complaint will encompass all claims that were alleged in the First
21 Amended Complaints filed in each of the Actions, and all facts that were alleged
22 in the corresponding pre-lawsuit notice letters that were submitted by Plaintiffs to
23 the LWDA.

24 18. Additionally, Plaintiffs and the LWDA have released and forever discharged the
25 Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil
26 penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been
27 brought based on the facts alleged in Plaintiffs' LWDA letters and the Second Amended Complaint
28 during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
664.6, including all Class Members for purposes of enforcing the terms of the Judgment entered herein.

21. This document shall constitute a judgment (and separate document constituting said
judgment) for purposes of California Rules of Court, Rule 3.769(h).

22. The Court orders that 10% of any fee award to be kept in the administrator's trust fund
until the completion of the distribution process and Court approval of a final accounting.

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23. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than March 7, 2025, as well as an amended judgment regarding the distribution of unclaimed residuals to the Justice Gap Fund maintained by the State Bar of California.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 07/26/2024



Hon. Noël Wise
Alameda County Superior Court Judge
Noel Wise / Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On July 24, 2024, I served the document(s) described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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& STEWART, P.C.
400 South Hope Street, Suite 1200
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Attorneys for Defendant
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HORMEL FOODS CORPORATION;
HORMEL FOODS INTERNATIONAL
CORPORATION;
HORMEL FOODS CORPORATE
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HORMEL FOODS OPERATIONS, LLC;
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Attorneys for Plaintiffs:
Maria Garcia Ruiz

[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

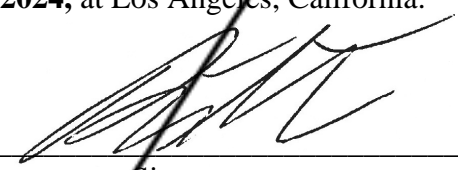
[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

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- BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.
- BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 24, 2024**, at Los Angeles, California.

Riley McIntire
Type or Print Name


Signature

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/26/2024
PLAINTIFF/PETITIONER: Gelin Turcios Toledo	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Dorjmon Kinney</i></u> Deputy
DEFENDANT/RESPONDENT: Columbus Manufacturing, Inc. et al	D. Kinney
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21106838

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Roxanna Tabatabaeeepour
Capstone Law APV
roxanna.tab@capstonelawyers.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/26/2024

By:

Dorjmon Kinney

D. Kinney, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/26/2024
PLAINTIFF/PETITIONER: Gelin Turcios Toledo	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>D. Kinney</i></u> Deputy
DEFENDANT/RESPONDENT: Columbus Manufacturing, Inc. et al	D. Kinney
CERTIFICATE OF MAILING	CASE NUMBER: RG21106838

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Berkeley, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

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Keller Grove LLP
425 Second Street
Suite 500
San Francisco, CA 94107-

Mahsa Hakimi
Capstone Law APC
1875 Century Park East
Suite 1000
Los Angeles, CA 90067-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/26/2024

By:

D. Kinney

D. Kinney, Deputy Clerk

CERTIFICATE OF MAILING