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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

RICARDO LARA, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

SUGAR FOODS CORPORATION, a New
York Corporation; and DOES 1 through
100,
Defendants.

Case No. 2:17-cv-04590-SVW-RAO
*[Assigned to Hon. Judge Stephen V.
Wilson]*

**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT, ATTORNEY
FEES, COSTS AND CLASS
REPRESENTATIVE
ENHANCEMENT**

Date: February 26, 2018
Time: 1:30 p.m.
Room: 10A

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1 The Plaintiff Class, as defined below, and the settling Defendant Sugar Foods
2 Corporation (hereinafter referred to as “Defendant” or “Sugar Foods Corporation”)
3 have entered into an agreement to settle the above-captioned class action, subject to
4 the Court’s approval. The Settlement provides for the payment of compensation to
5 each Class Member who was employed as a non-exempt employee at Sugar Foods
6 Corporation within the State of California during the class period.

7 Pursuant to the Preliminary Approval Hearing and Order, this Court granted
8 preliminary approval to the Settlement. The Preliminary Approval Order also
9 approved the Notice of Class Action Settlement and the notice plan. The Court
10 entered the Preliminary Approval Order after review and consideration of all of the
11 pleadings filed in connection herewith.

12 In compliance with the Preliminary Approval Order, notice was sent to all
13 Class Members via first-class mail. Furthermore, multiple follow-up mailings were
14 performed for returned mail in addition to the distribution of any Notice of Class
15 Action Settlement to Class Members requesting copies. The notice plan was timely
16 completed.

17 This matter is now before the Court on Plaintiff’s Motion for Final Approval of
18 the Class Action Settlement, Attorney Fees, Costs and Class Representative
19 Enhancement. The Court has read, heard, and considered all the pleadings and
20 documents submitted, and the presentations made in connection with the Motion
21 which came for hearing on February 26, 2018. This Court finds that the proposed
22 settlement appears to be the product of serious, informed, non-collusive negotiations,
23 has no obvious deficiencies, and does not improperly grant preferential treatment to
24 any individuals. The Court finds that the settlement was entered into in good faith.
25 The Court further finds that the settlement is fair, reasonable and adequate and that
26 Plaintiff has satisfied the standards for final approval of a class action settlement
27 under federal law. Under the provisions of Federal Rule of Civil Procedure 23, the
28 Trial Court has discretion to certify a Class where questions of law or fact common to

1 the members of the Class predominate over any questions affecting only individual
2 members, and that a class action is superior to the available methods for the fair and
3 efficient adjudication of the controversy. Fed. R. Civ. Proc. 23(b)(3).

4 Certification of a Class is the appropriate judicial device under these
5 circumstances.

6 Based on the foregoing, **IT IS HEREBY ORDERED THAT:**

7 1. This Court has jurisdiction over the claims of the settlement Class
8 Members asserted in this proceeding and over all parties to the action.

9 2. For the reasons set forth in the Preliminary Approval Order, which are
10 adopted and incorporated herein by reference, this Court finds that the applicable
11 requirements of the Federal Rule of Civil Procedure 23 have been satisfied with
12 respect to the Settlement Class and the proposed settlement.

13 3. The Class Definition is as follows:

14 All persons employed by Sugar Foods as non-exempt hourly-paid employees
15 in the State of California between April 28, 2013 and November 14, 2017 (Class
16 Members).

17 4. The notice given to the settlement Class Members fully and accurately
18 informed the Class Members of all material elements of the proposed settlement and
19 of their opportunity to object or comment thereon; was the best notice practicable
20 under the circumstances; was valid, due and sufficient notice to all Class Members;
21 and complied fully with the laws of the State of California, Federal Rules of Civil
22 Procedure, the United States Constitution, due process and other applicable law. The
23 summary notices fairly and adequately described the settlement and provided Class
24 Members adequate instructions and a variety of means to obtain additional
25 information. A full opportunity has been afforded to the settlement Class Members to
26 participate in this hearing, and all settlement Class Members and other persons
27 wishing to be heard have been heard. Accordingly, the Court determines that all
28 settlement Class Members who did not timely and properly opt out are bound by this

1 judgment and order.

2 5. Pursuant to California law and Federal Rule of Civil Procedure 23(e), the
3 Court hereby grants final approval to the settlement and finds that it is fair, reasonable
4 and adequate, and in the best interests of the settlement Class Members as a whole.
5 Accordingly, the Court hereby directs that the settlement be effected in accordance
6 with the Amended Class Action Settlement Agreement and Joint Stipulation and the
7 following terms and conditions.

8 6. Upon entry of Judgment by the Court in accordance with the
9 Settlement Agreement, the Class Members shall fully and finally release and
10 discharge the Released Parties from the claims released in the Settlement.
11 Specifically, the Settlement specifies the following releases from Class Members:

12 Released Claims means any and all liabilities, demands, claims, causes of
13 action, complaints, and obligations, whether known or unknown, against Sugar
14 Foods, its parent company, affiliates, successors and assigns that are or that could
15 have been pled based on the factual allegations in the operative Complaint. The
16 Released Claims specifically include claims for meal period violations (Labor
17 Code §§ 226.7 and 512); any claims related to the punch-in and punch-out times
18 for meal periods, the rounding or recording of those punch-in and punch-out times,
19 and payments related to them (including derivative claims for minimum wage and
20 overtime) (Labor Code §§ 510, 1194, and 1197); rest period violations (Labor
21 Code §§ 226.7 and 512); wage statement violations (Labor Code § 226 et seq.);
22 penalties for failure to timely pay all wages during employment (Labor Code §§
23 204 and 210); waiting time penalties for failure to pay all wages due upon
24 discharge (Labor Code §§ 201, 202, and 203); unfair competition (Business and
25 Professions Code § 17200 et seq.); and civil penalties under PAGA (Labor Code
26 §§ 2698 et seq.). This release extends from April 28, 2013 to November 14, 2017.
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