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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 08 2024

E. Escobedo

SG

OCT 10 2024 R

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF RIVERSIDE**

14 **GERRY DANIEL and BRYCE MONSON,**
individually and on behalf of all others
15 similarly situated,

16 Plaintiffs,

17 vs.

18 **MARS WRIGLEY CONFECTIONERY**
US, LLC, a Delaware Limited Liability
19 Company,

20 Defendant.

Case No. CVRI2204632

**~~PROPOSED~~ JUDGEMENT AND ORDER
GRANTING FINAL APPROVAL OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE HAROLD HOPP
DEPARTMENT 1

Date: September 26, 2024
Time: 8:30 a.m.

Action Filed: October 25, 2022
Trial Date: None Set

1 This matter is before the Court on Plaintiffs' unopposed Motion for Order Granting Final
2 Approval of Class, Collective, and Representative Action Settlement and Motion for Approval of
3 Attorneys' Fees, Costs, and Class/Collective Representatives' Service Awards. The Motions, having
4 been fully considered by the Court, are ruled upon as follows:

5 1. The Class, Collective, and Representative Action Settlement Agreement, filed on April
6 19, 2024 as Exhibit 1 to the Declaration of William C. Jhaveri-Weeks in Support of Plaintiffs' Motion
7 for Preliminary Approval of Class, Collective, and Representative Action Settlement, is fully and finally
8 approved and is hereby incorporated by reference and all defined terms therein shall have the same
9 meaning in this Order as set forth in the Settlement Agreement.

10 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
11 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
12 Settlement. Thus, the Court certifies for the purposes of settlement, the California Class ("CA Class")
13 defined as all persons who were employed by Defendant in California as Territory Sales Managers
14 ("TSMs") during the Class Period of April 30, 2018 through May 15, 2024. The Court also certifies as
15 a nationwide Fair Labor Standards Act collective action under 29 U.S.C § 216(b) the collective defined
16 as all persons who were employed by Defendant as a TSM during the Class Period of February 10, 2020
17 through May 15, 2024, and who submitted a valid opt-in form, as set forth below.

18 3. Plaintiffs are appointed and designated, for all purposes, as Class/Collective
19 Representatives, and The Jhaveri-Weeks Firm, P.C. as counsel for the Class/Collective. The Court finds
20 that attorneys for the Class/Collective are experienced class action litigators and have expressed the view
21 that the Settlement is fair, reasonable, and adequate, which further supports approval of the Settlement.

22 4. The Court hereby finds that CA Class Notice has been sent to Class Members as
23 previously ordered by the Court, and that such Notice fairly and adequately described the terms of the
24 proposed Settlement Agreement and the manner in which Class Members could object to or opt out of
25 the settlement; was the best notice practicable under the circumstances; and complied fully with
26 California Rule of Court 3.769, and all other applicable laws.

27 5. In response to the CA Class Notice, one Class Member (Zachary Indeck) requested
28 exclusion and shall not be bound by the Settlement. No Class Member submitted an Objection.

1 6. The Court hereby finds that the Non-CA Collective Notice has been sent to Collective
2 Members as previously ordered by the Court, and that such Notice fairly and adequately described the
3 terms of the proposed Settlement Agreement and the manner in which Collective Members could opt in
4 to the settlement.

5 7. The Court further finds that a full and fair opportunity has been afforded to Class Members
6 to participate in the proceedings convened to determine whether the Settlement Agreement should be
7 given final approval.

8 8. The Court hereby determines that all CA Class Members who did not file a timely and
9 proper request to be excluded from the settlement, and all Non-CA Putative Collective Members who
10 submitted a valid and timely opt-in form, shall be deemed to have released the Released Parties from all
11 Settlement Class Member Released Claims, except that CA Class Members shall release their claims
12 under the Fair Labor Standards Act only by negotiating their settlement check, which shall state that by
13 negotiating the check, the recipient is opting into the case for purposes of the FLSA and releasing all
14 claims against the Released Parties under the FLSA based on the facts in the Second Amended Complaint

15 9. The Court hereby finally and unconditionally approves the Settlement Agreement, and
16 enters judgment, and specifically:

- 17 a. Approves the Final Gross Settlement of \$1,800,000;
- 18 b. Approves the application for service awards to each named Plaintiff in the amount
19 of \$10,000;
- 20 c. Approves Class Counsel's request for an award of \$600,000, representing 1/3 of
21 the Gross Settlement Amount, as reasonable attorneys' fees, to be distributed as follows: \$577,968.75 to
22 The Jhaveri-Weeks Firm, P.C. and \$22,031.25 to Nichols Kaster, PLLP.
- 23 d. Approves Class Counsel's hourly rates as reasonable, and within the range of
24 market rates that attorneys with similar levels of skill, experience and reputation for handling matters of
25 similar complexity; and finds that the fees' request is justified under the lodestar/multiplier analysis.
- 26 e. Approves Class Counsel's request for reimbursement of litigation costs of
27 \$15,708.84.
- 28

1 f. Approves payment to the Settlement Administrator of \$29,000 as costs of
2 settlement administration;

3 g. Approves the allocation of \$12,500 as payment for penalties under the California
4 Labor Code Private Attorney Generals Act ("PAGA"); and

5 h. Approves the payment from the Net Settlement of amounts determined by the
6 Settlement Administrator to be due to the Class/Collective Members.

7 10. All envelopes transmitting the settlement checks shall bear the notation, "YOUR CLASS
8 ACTION SETTLEMENT CHECK IS ENCLOSED." All settlement checks shall be negotiable for 90
9 days following the date of mailing. The Settlement Administrator shall mail a reminder postcard to all
10 Class/Collective Members whose check has not been negotiated within 60 days from the date of mailing.
11 If (i) any of the Class/Collective Members are current employees of the Defendant, (ii) the check mailed
12 to those Class/Collective Members is returned as undeliverable, and (iii) the Settlement Administrator is
13 unable to locate a valid mailing address, the Settlement Administrator shall arrange with the Defendant
14 to have those distributions delivered to the Class/Collective Members at their place of employment.

15 11. If the funds remaining from uncashed checks are larger than \$10,000, they shall be
16 redistributed pro rata to Class/Collective Members who cashed their checks (with such redistribution
17 checks valid for 90 days). If the funds from uncashed checks are not larger than \$10,000 (or if there is a
18 second distribution and there are unclaimed funds from the second round of checks), those funds will be
19 tendered to Legal Aid Foundation of Los Angeles as the *cy pres* in accordance with the California Code
20 of Civil Procedure § 384; however, the PAGA portion of uncashed settlement checks will be distributed
21 to the LWDA.

22 12. Pursuant to California Code of Civil Procedure § 384, on or before June 26, 2025,
23 Plaintiffs shall submit a report in the form of a declaration from the Settlement Administrator and describe
24 (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the
25 average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of
26 those uncashed checks (broken down by settlement shares and PAGA shares), (vi) the average amount
27 of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds. Plaintiffs
28 shall also submit an Amended Judgment that complies with CCP §§384(b) and 384.5, and Gov. Code

1 §68520, and that directs payment of the uncashed checks to the designated *cy pres* beneficiary: Legal
2 Aid Foundation of Los Angeles, Attn: Development Department, 1550 W. 8th Street, Los Angeles, CA
3 90017.

4 13. Pursuant to CRC Rule 3.771(b), the Settlement Administrator shall give Notice of Entry
5 of Judgment by promptly posting this Judgment and Order on the Settlement Administrator's website.

6 14. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and continuing
7 jurisdiction over the litigation to enforcing the terms of the judgment, and supervising, implementing,
8 interpreting, and enforcing this Final Approval Order and the Settlement Agreement.

9 15. The Final Report (Nonappearance) Hearing shall be held on July 10, 2025 at 8:30 a.m. in
10 Department 1.

11 **IT IS SO ORDERED AND ADJUDGED.**

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13 Dated: Oct. 8, 2024


14
15 HON. HAROLD HOPP
16 SUPERIOR COURT JUDGE
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