

Electronically Received 12/26/2024 09:32 AM

1 Raymond J. Zolekhian, Esq. SBN: 244528  
2 Elan Zektser, Esq. SBN: 236757  
3 Brennan S. Huelse, Esq. SBN: 311467  
4 OAKWOOD LEGAL GROUP, LLP  
5 470 South San Vicente Blvd., 2<sup>nd</sup> Floor  
6 Los Angeles, CA 90048  
7 Telephone: 310-205-2525  
8 Facsimile: 310-773-5573  
9 Email: elan@oakwoodlegal.com  
10 *Counsel for Plaintiff and Putative Class*

**FILED**  
Superior Court of California  
County of Los Angeles  
12/27/2024  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     L. Ennis                     Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 JUSTINE FREEMAN; on behalf of  
14 themselves and all others similarly situated,

15 Plaintiffs,

16 vs.

17 BELCAMPO GROUP, INC.; and DOES 1  
18 through 100, Inclusive,

19 Defendants,

20 Defendants.

Case No. 21STCV21508

**~~PROPOSED~~ SECOND AMENDED  
ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT  
AGREEMENT**

21 This matter came for hearing before this Court, the Honorable Stuart Rice Court  
22 presiding, on December 18, 2024, upon Plaintiff’s unopposed motion for final approval  
23 of the settlement set forth in the Class Action Settlement and Release of Claims (the  
24 “Settlement Agreement”). The Court having granted final approval to the Settlement  
25 Agreement, hereby finds and orders as follows:

- 26 1. Finding that the Settlement Agreement is fair, reasonable, adequate and the  
27 product of investigation, litigation and arm’s length negotiations;
- 28 2. Granting final approval of the Settlement Agreement;
- 3. Granting Plaintiffs’ request for incentive awards, distributed as follows

- 1 a. \$2,500.00 to Plaintiff and Class Representative Justine Freeman
- 2 b. Granting attorneys' fees of \$18,690.00 to be awarded to Class
- 3 Counsel;
- 4 c. Granting reimbursement of costs to Class Counsel in the amount of
- 5 \$10,944.58; and
- 6 d. Payment of \$26,500.00 for all notice and claims administration costs
- 7 to CPT Group, Inc.; and
- 8 e. Approving any *cy pres* remaining funds to be provided to the Los
- 9 Angeles Regional Food Bank for distribution after approval by this
- 10 Court.

11 Having reviewed and considered the Settlement Agreement and the Motion for  
12 Final Approval of Class Action Settlement ("Motion"), having considered all submissions  
13 and heard all arguments of counsel with respect to the Motion, and GOOD CAUSE  
14 APPEARING, the Court FINDS as follows:

15 1. WHEREAS, Plaintiffs and Defendant entered into a Settlement Agreement, dated  
16 January 5, 2024.

17 2. WHEREAS, on June 14, 2024, the Court entered an Order preliminarily  
18 approving the Settlement ("Preliminary Approval Order"), that, among other things:

- 19 a. Preliminarily approved the Agreement as fair, reasonable, and adequate,  
20 and the product of investigation, litigation, and arm's-length negotiations  
21 (subject to final consideration at the Final Approval Hearing);
- 22 b. Appointed CPT Group, Inc. ("CPT Group") as the Settlement  
23 Administrator
- 24 c. Approved the claims, opt-out, and objection procedures provided for by  
25 the agreement;

26 3. WHEREAS the Notice of Settlement ordered by the Court in its Preliminary  
27 Approval Order has been provided to the Settlement Class, as attested to in the  
28 Declaration of Irvin Garcia of CPT group, filed with the Court on October 10,

1 2024.

2 4. WHEREAS, Plaintiffs' Counsel provided the Court with declarations, and oral  
3 and written evidence explaining to the Court the nature and magnitude of the  
4 claims in question, the defenses to those claims, the nature of the investigation  
5 that had been conducted to determine the number of class members, the specific  
6 information obtained through back and forth communications with Defendant, the  
7 factors that were considered in assessing the potential recovery for purposes of  
8 settlement, and the basis for concluding that the consideration being paid for the  
9 release of the claims represents a reasonable compromise.

10 5. WHEREAS, on December 18, 2024, a hearing was held on whether the settlement  
11 terms set forth in the Agreement were fair, reasonable, adequate, in the best  
12 interests of the Class, such hearing date being a due and appropriate number of  
13 days after such notice to the Class and the requisite number of days after such  
14 notice.

15 6. WHEREAS, the Court has given considerable weight to the competency and  
16 integrity of counsel and the involvement of a neutral mediator in assuring the  
17 Court that the settlement represents an arm's length transaction entered without  
18 self-dealing or other potential misconduct.

19 7. WHEREAS, the Court has an understanding of the amount that is in controversy  
20 and the realistic range of outcomes of the litigation, and is independently satisfied  
21 that the consideration being received for the release of the Class Members' claims  
22 is reasonable in light of the strengths and weaknesses of the claims and the risks  
23 of the particular litigation, and that the settlement is not collusive.

24 8. NOW, THEREFORE, having reviewed and considered the submissions presented  
25 with respect to the terms set forth in the Agreement and the record in these  
26 proceedings, having heard and considered the evidence presented by the Parties  
27 and the arguments of counsel, having determined that the terms set forth in the  
28 Agreement are fair, reasonable, adequate, and in the best interests of the Class,

1 and GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED  
2 AND ADJUDGED as follows:

3 a. The Court hereby incorporates by reference all definitions set forth in the  
4 Agreement, as if those terms were defined herein, except where otherwise  
5 defined.

6 b. This Court has jurisdiction over the subject matter of the Action and over  
7 all Parties to the Action, including all members of the Class.

8 c. The form, content, and method of dissemination of the Notice of  
9 Settlement given to the Class were adequate and reasonable, and  
10 constituted the best notice practicable under the circumstances. The notice,  
11 as given, provided valid, due, and sufficient notice of the proposed  
12 settlement, the terms and conditions set forth in the Agreement, and these  
13 proceedings to all Persons entitled to such notice, and said notice fully  
14 satisfied the requirements of California Rules of Court, Rule 3.766(e) and  
15 (f), and due process.

16 d. Pursuant to this Court's Preliminary Approval Order, and for the purposes  
17 of settling the Released Claims against Defendant in accordance with the  
18 Agreement, the following Persons are Class Members for purposes of the  
19 Order: All persons who made a purchase in California between January 1,  
20 2020 to May 31, 2021 from Belcampo.

21 9. Excluded are those Persons who submit timely and valid requests for exclusion  
22 from the settlement (“Settlement Opt’Outs”). Settlement Opt-Outs shall neither  
23 share in the distribution of the Settlement Fund nor receive any benefits of the  
24 terms of the Agreement, and shall not be bound by this Judgement Order.

25 10. Each Released Claim of each Class Member is hereby extinguished as against the  
26 Released Persons. Plaintiffs and each Participating Settlement Class Member  
27 shall be deemed conclusively to have compromised, settled, discharged, and  
28 released the Released Claims against Defendant upon the terms and conditions

1 provided in the Settlement Agreement. Participating Class Members are deemed  
2 to have released and forever discharged Defendant from any and all of Plaintiffs'  
3 Released Claims, except for enforcement of the Settlement Agreement.

4 11. The Court certifies the class for purposes of settlement.

5 12. This Court finds that the applicable requirements of the California Code of Civil  
6 Procedure § 382 have been satisfied with respect to the Settlement Class and the  
7 proposed settlement. The Court hereby makes final its earlier provisional  
8 certification of the plaintiff class, as set forth in the Preliminary Approval Order.  
9 The Court finds that the settlement is fair, adequate, and reasonable, and falls  
10 within the range of reasonableness.

11 13. The notice given to the Class Members fully and accurately informed the Class  
12 Members of all material elements of the proposed Settlement and of their  
13 opportunity to object or comment thereon; was the best notice practicable under  
14 the circumstances; was valid, due and sufficient notice to all Class Members; and  
15 complied fully with the laws of the State of California, Federal Rules of Civil  
16 Procedure, the United States Constitution, due process and other applicable law.  
17 The summary notices fairly and adequately described the Settlement and provided  
18 Class Members adequate instructions and a variety of means to obtain additional  
19 information. A full opportunity has been afforded to the Class Members to  
20 participate in this hearing, and all Class Members and other persons wishing to be  
21 heard have been heard. Accordingly, the Court determines that all Settlement  
22 Class Members (as defined in the Settlement Agreement) who did not timely and  
23 properly execute a Request for Exclusion are bound by this order and resulting  
24 Judgment.

25 14. The Court finds that on December 10, 2024 two notices of objection were filed  
26 with the court. The two Class Members that objected to the Settlement are Ingrid  
27 Gutierrez and Benjamin Wood, neither of them appeared at the final approval  
28 hearing. The objections were overruled. Additionally, zero Class Members have

1 requested exclusion from the Settlement. The Participating Class Members will be  
2 paid from the settlement amount of \$86,475.00 and the Class Representative in  
3 the amount of \$2,500.00.

4 15. The Court finds that the Stipulation was the product of arm's length negotiations  
5 between experienced counsel. After considering Defendants' potential exposure,  
6 the likelihood of success on the class claims, the risk, expense, complexity and  
7 delay associated with further litigation, the risk of maintaining class certification  
8 through trial, the experience and views of Plaintiff's Counsel, and the reaction of  
9 the Class to the Settlement, as well as other relevant factors, the Court finds that  
10 the settlement is fair, reasonable, and adequate, and in the best interests of the  
11 Settlement Class as a whole. Accordingly, the Court hereby grants final approval  
12 to the Settlement and hereby directs that the Settlement be affected in accordance  
13 with the Settlement Agreement and the following terms and conditions.

14 16. Class Counsel is awarded \$18,690.00 in attorney fees and \$10,944.58 in actual  
15 costs

16 17. The claims administrator, CPT Group, is awarded \$ 26,500.00 in cost for notice  
17 and claims administration;

18 18. Class counsel, via CPT Group, Inc., is to provide notice to the class members  
19 pursuant to California Rules of Court, rule 3.771(b) and section IV (c) of the  
20 Settlement Agreement.

21 19. The total gross settlement is \$86,475.00, out of this settlement, \$2,500.00 will be  
22 awarded to Class Representative Justine Freeman, \$18,690.00 to Class Counsel  
23 Oakwood Legal Group, LLP, \$10,944.58 will be awarded to cost Class Counsel  
24 for cost, and \$26,500.00 will be awarded to Settlement Administrator CPT Group,  
25 Inc. The net settlement amount after attorney fees, and cost are distributed will be  
26 \$27,840.42.

27 20. The Court also hereby sets a non-appearance date on December 18, 2025 and  
28 orders Class Counsel to file a final report summarizing all distributions made

1 pursuant to the approved settlement, supported by declaration. The declaration is  
2 to be filed prior December 18, 2025. As a condition of final approval, the claims  
3 administrator should not make report to the IRS about settlement payments of  
4 class members who did not cash checks.

5 21. The Court reserves exclusive and continuing jurisdiction over the Litigation, the  
6 Class Representative Justine Freeman, the Settlement Class and Defendant  
7 Belcampo Group, Inc. (collectively “Belcampo” or “Defendant”), for the  
8 purposes of supervising the implementation, enforcement, construction,  
9 administration and interpretation of the Stipulation and this Order and the Final  
10 Judgment.

11  
12 IT IS SO ORDERED



*Stuart M. Rice*

13  
14 DATED: ~~FEB 10 2025~~ FEB 10 2025

Stuart M. Rice / Judge