

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

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FILED
SAN DIEGO SUPERIOR COURT
JUN - 1 2018
CLERK OF THE SUPERIOR COURT
BY: T. RAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ANDRES BARRON, individually and on behalf of all similarly situated employees of DEFENDANTS in the State of California,

Plaintiff,

v.

GREEN FARMS INC.; and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 37-2017-00015037-CU-OE-CTL
[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

Date: June 1, 2018
Time: 9:30 a.m.
Judge: Hon. Gregory W. Pollack
Dept.: C-71

Plaintiff Andres Barron ("Plaintiff") and Defendant Green Farms Inc. ("Defendant") (collectively, the "Parties"), through their respective counsel of record, have reached an agreement to settle the claims asserted in the above-titled action (the "Action") pursuant to the terms set forth in the Parties' Stipulation for Class Action and PAGA Representative Action Settlement and Release (the "Settlement Agreement"). The Court granted preliminary approval of the Settlement on February 9, 2018. Due and adequate notice having been given to all Class Members pursuant to California Rules of Court, Rule 3.769, and the Court, having considered all papers filed in this Action, all applicable law, and having been advised that no objections were made to the Settlement, and for good cause appearing therefor, HEREBY ORDERS THE FOLLOWING:

- 1. This Order adopts and incorporates by reference the terms and conditions of the Settlement Agreement, which is attached hereto as **Exhibit A**.

1 2. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an
2 admission by Defendant, nor is this Judgment a finding of the validity of any claims in the action or of
3 any wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, nor any document
4 referenced to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or
5 may be used as admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The
6 entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related
7 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession
8 with regard to the denials or defenses by Defendant and shall not be offered into evidence in any action
9 or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than
10 to enforce the provisions of this Judgment, the Settlement Agreement, or any related agreement or release.
11 Notwithstanding these restrictions, Defendant may file in the action or in any other proceeding the
12 Judgment, Settlement Agreement, or any other paper and records on file in the action as evidence of the
13 Settlement to support a defense of res judicata, collateral estoppel, release or other theory of claim or issue
14 preclusion or similar defense as to the Released Claims.

15 3. Consistent with the definition provided in the Settlement Agreement, the Settlement Class
16 is defined as “all individuals who are members of the Driver Class and/or the Waiting Time Penalties
17 Subclass.”

18 a. The “Driver Class” is defined as all current and former Drivers of Defendant in
19 California at any time from February 20, 2016 through January 18, 2018.

20 b. “Waiting Time Penalties Subclass” is defined as all members of the Driver Class
21 who separated from their employment with Defendant at any time from December
22 28, 2014 through January 18, 2018.

23 4. This Court has jurisdiction over the subject matter of the Action, and personal jurisdiction
24 over Defendant, Plaintiff, and Settlement Class Members.

25 5. The Court hereby grants final approval of the Settlement as fair, reasonable, and adequate
26 in all respects and orders the Parties to consummate the Settlement in accordance with the terms of the
27 Settlement Agreement.

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1 6. The Court approves the Maximum Settlement Amount of six hundred fifty thousand dollars
2 (\$650,000) to be paid by Defendant in settlement of the Action in accordance with the terms of the
3 Settlement Agreement.

4 7. The Court has determined that the Class Notice that was mailed to the Settlement Class
5 pursuant to the Court's February 9, 2018 Order Granting Preliminary Approval, fully and accurately
6 informed the Settlement Class of the material elements of the proposed Settlement, constituted the best
7 notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members
8 of the Settlement Class.

9 8. In granting final approval of the Settlement, the Court considered the nature of the claims,
10 the amount and kinds of benefits paid in settlement, the allocation of the Settlement proceeds among the
11 Settlement Class, and the fact that the Settlement represents a compromise of the Parties' respective
12 positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms
13 of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any
14 individual Settlement Class Member.

15 9. In accordance with the Settlement Agreement and in exchange for the consideration set
16 forth therein, Plaintiff and all Participating Settlement Class Members, i.e. those that have not requested
17 exclusion from the Settlement, shall release Defendant Green Farms, Inc. and any of its related, affiliated
18 predecessor and successor entities, and each such entity's respective present and former subsidiaries,
19 affiliates, parents, agents, employees, former employees, partners, directors, officers, attorneys, trustees,
20 insurers, representatives, predecessors, successors and assigns (the "Released Parties") from all claims
21 and causes of action that were, or could have been, pleaded based on the factual allegations in the
22 Complaint and/or the First Amended Complaint during the period of four years prior to the filing of the
23 First Amended Complaint through the date Plaintiff seeks preliminary approval (the "Released Claims"),
24 whether such claims are based on state or local law, statute, regulation, or ordinance, or any other source
25 or common law, which includes claims for: (a) failure to provide meal periods, or premium pay for missed
26 or deficient meal periods; (b) failure to provide rest periods, or premium pay for missed or deficient rest
27 periods; (c) failure to reimburse all business-related expenses; (d) failure to pay all minimum and regular
28 wages; (e) failure to pay all overtime wages; (f) failure to indemnify for necessary work expenses; (g)

1 failure to timely pay all wages due during, and upon separation of, employment; (h) failure to provide
2 accurate itemized wage statements; (i) failure to maintain accurate records; (j) violation of Cal. Business
3 and Professions Code §§ 17200, *et seq.*, arising from the claims that are asserted, or could have been asserted,
4 based upon the facts alleged in the Complaint and to-be filed First Amended Complaint; (k) penalties provided
5 under Cal. Labor Code sections 226.7, 512, and 558, and the applicable IWC Wage Order for failure to provide
6 meal and rest periods; (l) penalties provided under Cal. Labor Code sections 1194 and 1197.1 and the
7 applicable IWC Wage Order for failure to pay minimum wages; (m) penalties provided under Cal. Labor Code
8 sections 510, 558, and 1194, and the applicable IWC Wage Order for failure to pay overtime wages; (n)
9 liquidated damages provided under California Labor Code section 1194.2 for failure to pay minimum wages;
10 (o) penalties provided under Cal. Labor Code sections 201, 202, 203, 204, and 210 for failure to timely pay all
11 wages owed; (p) Penalties under Cal. Labor Code section 226, made available under the Private Attorneys
12 General Act, for failure to provide accurate itemized wage statements; (q) penalties under Cal. Labor Code
13 section 1174 and the applicable IWC Wage Order, made available under the Private Attorneys General Act,
14 for failure to maintain accurate records; (r) penalties under Cal. Labor Code section 2698 *et seq.* predicated on
15 alleged California Labor Code violations or penalties that were asserted or could have been asserted based
16 upon the facts alleged in the Action (which include Cal. Labor Code sections 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802); and (s) related
18 damages, restitution, disgorgement, interest, attorneys' fees, costs, or expenses relating to any such claims.

19 10. The Court finds that zero (0) Class Members requested exclusion from the Settlement Class
20 and is, therefore, not entitled to a Settlement Payment and is not bound by the Judgment in the Action.

21 11. The Court finds that zero (0) Class Members have objected to the Settlement.

22 12. Having expended significant efforts to secure a benefit for the Class, the Court approves
23 an award of attorney's fees to Class Counsel in the amount of two hundred sixteen thousand, six hundred
24 forty-five dollars (\$216,645), to be paid from the Maximum Settlement Amount pursuant to the terms of
25 the Settlement Agreement.

26 13. Having incurred various costs in the course of litigating the Action in the form of court
27 filing fees, mediation fees, document copying fees, and legal research charges, the Court approves Class
28 Counsel's request for reimbursement of reasonably-incurred litigation costs in the amount of thirteen

1 thousand, eight hundred seventy-one dollars and forty-six cents (\$13,871.46), to be paid from the
2 Maximum Settlement Amount pursuant to the terms of the Settlement Agreement.

3 14. Except as expressly provided herein, the Parties shall each bear all of their own fees and
4 costs in connection with this matter.

5 15. The Court approves the requested Class Representative Service Award to Plaintiff and
6 Class Representative Jon Geilenfeldt in the amount of seven thousand five hundred dollars (\$7,500) for
7 his services to the Class, determining that this amount is fair and reasonable compensation for his work
8 performed on behalf of the Class and for the risks undertaken initiating the Action.

9 16. The Court approves the payment of five thousand dollars (\$5,000) from the Maximum
10 Settlement Amount to cover any and all claims for civil penalties associated with the Released Claims that
11 were, or could have been, brought in the Action under the Private Attorneys General Act of 2004, Labor
12 Code section 2698, *et seq.*, of which 75% (\$3,750) will be paid to the California Labor and Workforce
13 Development Agency and the remaining 25% (\$1,250) will be retained in the Net Settlement Amount for
14 distribution to Settlement Class Members.

15 17. The Court approves the payment of ten thousand dollars (\$10,000) to the Settlement
16 Administrator, ILYM Group, Inc., for its services in administering the Settlement, the full amount of
17 which is to be paid from the Maximum Settlement Amount.

18 18. Pursuant to California Rules of Court Rule 3.771(b), ILYM Group, Inc. is ordered to post
19 a copy of this Judgment on its website for a period of thirty days from the date the Court signs the
20 Judgment.

21 19. Pursuant to California Code of Civil Procedure section 384, the Court finds that it is in the
22 best interest of the Settlement Class for the amount of any Individual Settlement Payments to Settlement
23 Class Members that remain uncashed 180 days after the final distribution to be distributed as follows: 25%
24 shall be sent to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund;
25 25% shall be sent to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch; and
26 50% shall be transmitted to the Los Angeles County Bar Association Counsel for Justice (fka, LACBA
27 Foundation).

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20. The Court orders the following schedule of dates and administration milestones for the specified actions in the Action in accordance with the terms of the Settlement Agreement:

EVENT	TIMING
<u>Final Approval Date</u>	June 1, 2018
<u>Effective Date</u> The date on which the Court grants Final Approval.	June 1, 2018
<u>Settlement Funding Deadline</u> No later than thirty (30) calendar days after the Effective Date.	July 1, 2018
<u>Disbursement Deadline</u> No later than thirty (30) calendar days after Defendant funds the Settlement.	July 31, 2018

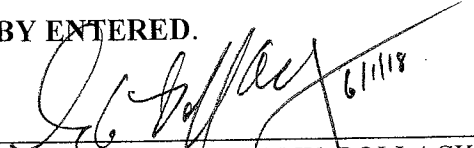
JUDGMENT

21. In accordance with, and for the reasons stated in this Order of Final Approval and Judgment, judgment is hereby entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

22. Pursuant to California Rule of Court 3.769(h), this Court reserves exclusive and continuing jurisdiction over this action and the Parties for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and this Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: _____


 HON. GREGORY W. POLLACK
 Judge of the Superior Court