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Superior Court Of California
County Of Los Angeles

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of himself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE NIETO MARTINEZ, an
individual, appearing on behalf of
himself and all others similarly
situated,

Plaintiff,

vs.

ROGERS POULTRY CO., a
California corporation; and DOES 1-
25,

Defendants.

Case No.: BC645562

[Assigned for all purposes to the Hon. William
F. Highberger]

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: January 17, 2018

Time: 9:00 a.m.

Dept: 322

Filing Date: January 4, 2017

Trial Date: None Set

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Central Civil West

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By: R. Nazaryan

ORDER

The Court has considered the Stipulation for Class Action Settlement (and its exhibits) (the "Stipulation" or "Settlement") and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Stipulation;

2. The Class Representative Jose Nieto Martinez and Defendant Rogers Poultry Co., through their counsel of record in the Lawsuit, have reached an agreement to settle all claims in the Lawsuit on behalf of the Class as a whole;

3. The Court hereby conditionally certifies the following Class for settlement purposes only:

Any and all current and former employees of Defendant who were employed as non-exempt employees at any of Defendant's locations anywhere in California at any time during the Class Period from January 4, 2013, through the Date of Preliminary Approval.

Excluded from the Class are any employees who properly exclude themselves by returning a timely, completed Request for Exclusion Form. Should for whatever reason the Stipulation and Judgment not become final and the Effective Date of the Settlement not occur, the fact that the Parties were willing to stipulate to certification of a class as part of the Stipulation shall have no bearing on, or be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

4. The Court appoints and designates: (a) Plaintiff Jose Nieto Martinez as the Class Representative; and (b) the Law Offices of Gregg A. Farley and Law Offices of Sahag Majarian II as Class Counsel for the Class. Class Counsel are authorized to act on behalf of

1 the Class with respect to all acts or consents required by, or which may be given, pursuant to
2 the Stipulation, and such other acts reasonably necessary to finalize the Stipulation and its
3 terms. Any Class Member may enter an appearance through his or her own counsel at such
4 Class Member's own expense. Any Class Member who does not enter an appearance or
5 appear on his or her own behalf and who does not opt out of the settlement will be
6 represented by Class Counsel.

7 5. The Court hereby preliminarily approves the terms and conditions provided
8 for in the Stipulation.
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10 6. The Court hereby preliminarily approves the Class Settlement Amount in the
11 sum of \$950,000.00, which, subject to final approval at the Final Approval Hearing, is to be
12 distributed as follows: Out of the Class Settlement Amount (a) up to \$15,000.00 shall be
13 paid to the Class Representative for his services to the Class; (b) up to \$316,666.66 shall be
14 paid to Class Counsel for attorneys' fees; (c) subject to proof, up to \$25,000.00 shall be paid
15 to Class Counsel as reimbursement of their actual, out-of-pocket litigation costs and
16 expenses incurred in the Lawsuit; and (d) an estimated \$11,500.00 shall be paid to the Claim
17 Administrator for its fees and costs relating to the settlement administration process. The
18 Court further hereby preliminarily approves the Net Settlement Consideration and the
19 formula provided in the Stipulation for the calculation of the Individual Class Member
20 Payment.
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22 7. The Court finds that on a preliminary basis the Stipulation appears to be
23 within the range of reasonableness of a settlement, including the amounts of the
24 Enhancement Award to the Class Representative, Class Counsel Award, Claims
25 Administration Costs and Individual Class Member Payments, that could ultimately be
26 given final approval by this Court. It appears to the Court on a preliminary basis that the
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1 Settlement is fair, adequate and reasonable as to all Class Members when balanced against
2 the probable outcome of further litigation relating to liability and damages issues. It also
3 appears that extensive and costly investigation, discovery and court proceedings have been
4 conducted so that counsel for the Parties are able to reasonably evaluate their respective
5 positions. It appears to the Court that settlement at this time will avoid substantial additional
6 costs by all Parties, as well as avoid the delay and risks that would be presented by the
7 further prosecution of the Lawsuit. It also appears that settlement has been reached as a
8 result of intensive, serious and non-collusive, arms-length negotiations.
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10 8. A hearing (the "Final Approval Hearing") shall be held in Department ¹⁰~~322~~ of
11 this Court on 7/24, 2018 at 11 a.m., to determine all necessary matters
12 concerning the Stipulation, including whether the proposed Settlement of the Lawsuit on the
13 terms and conditions provided for in the Stipulation is fair, adequate and reasonable and
14 should be finally approved by the Court and whether a Judgment, as provided in the
15 Stipulation, should be entered herein. At this same time, a hearing on Plaintiff's motion for
16 the Enhancement Award and Class Counsel Award shall also be held.
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18 9. The Court hereby approves, as to form and content, the Notice of Class
19 Action Settlement and accompanying Settlement Allocation Form and Request for
20 Exclusion Form (collectively, the "Notice Packet") to be sent to Class Members, which are
21 attached as exhibits to the Stipulation. The Court finds that distribution of the Notice Packet
22 to Class Members substantially in the manner and form set forth in the Stipulation and this
23 Order meet the requirements of due process and shall constitute due and sufficient notice to
24 all parties entitled thereto.
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26 10. The Court appoints and designates CPT Group, Inc. as the Claims
27 Administrator. The Court hereby directs the Claims Administrator to distribute to the Class
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1 the approved Notice Packet, in both the Spanish and English languages, within twenty-four
2 (24) calendar days of the Date of Preliminary Approval using the procedures set forth in the
3 Stipulation.

4 11. Any Class Member may choose to opt out of and be excluded from the
5 Settlement as provided in the Stipulation and Notice Packet and by following the
6 instructions for requesting exclusion. Any person who timely and properly opts out of the
7 Settlement will not be bound by the Stipulation or have any right to object, appeal or
8 comment thereon. Any Request for Exclusion Form must be signed by each such Class
9 Member opting out and must otherwise comply with the requirements delineated in the
10 Notice Packet. Class Members who have not requested exclusion by submitting a valid and
11 timely Request for Exclusion Form, by the expiration of the 45-day Notice Period set forth
12 in the Stipulation and Notice Packet, shall be bound by all determinations of the Court,
13 including the Stipulation and Judgment. If a Class Member completes and submits both a
14 Settlement Allocation Form and Request for Exclusion Form, the Settlement Allocation
15 Form shall be accepted, the Request for Exclusion Form shall be disregarded, the Individual
16 Class Member Payment will be made for the Class Member and the Class Member will
17 become bound by the Judgment.

18 12. Any Class Member may object to the Stipulation or express his or her views
19 regarding the Settlement, and may present evidence and file briefs or other papers that may
20 be proper and relevant to the issues to be heard and determined by the Court as provided in
21 the Notice of Class Action Settlement. No Class Member, however, shall be heard or
22 entitled to object, and no papers or briefs submitted by any such person shall be received or
23 considered by the Court, unless on or before expiration of the 45-day Notice Period the
24 Class Member properly submits his or her objections to the Claims Administrator as
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1 provided in the Stipulation and Notice of Class Action Settlement. Any Class Member who
2 does not make his or her objection in the manner provided for in the Stipulation and Notice
3 of Class Action Settlement shall be deemed to have waived such objection and shall forever
4 be foreclosed from making any objection to the Settlement.

5 13. Any Class Member who wishes to dispute the amount of his or her Individual
6 Class Member Payment has until forty-five (45) days after the mailing of the Notice Packet
7 to submit a Settlement Allocation Form, along with any supporting evidence, pursuant to the
8 procedures set forth in the Stipulation.

9 14. The motion for final approval shall be filed by Class Representative no later
10 than sixteen (16) court days before the Settlement Fairness Hearing.

11 15. In the event that the Effective Date occurs, all Participating Class Members
12 and Class Representative will be deemed to have forever released and discharged the
13 Released Claims applicable to them.

14 16. If the Effective Date does not occur, or the Settlement does not become
15 effective in accordance with its terms, or the Settlement is not finally approved, or is
16 terminated, canceled, or fails to become effective for any reason, this Order shall be vacated
17 upon an appropriate motion filed no later than fourteen (14) calendar days after the
18 triggering event.

19 17. The Court reserves the right to adjourn or continue the date of the Final
20 Approval Hearing and all dates provided for in the Stipulation without further notice to the
21 Class, and retains jurisdiction to consider all further applications arising out of or connected
22 with the Stipulation.

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1 18. As of the date this Order is signed, all dates and deadlines associated with
2 this action are vacated, other than those related to the administration and/or final approval of
3 the Settlement.

4 IT IS SO ORDERED.

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2/9/18

WILLIAM F. HIGHBERGER, JUDGE

Hon. William F. Highberger, Judge of the
Superior Court