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RECEIVED
VENTURA SUPERIOR COURT
SEP 26 2018

VENTURA
SUPERIOR COURT
FILED

OCT 16 2018

MICHAEL D. PLANET
Executive Officer and Clerk
BY: S. DeFisher, Deputy

S. DeFisher

5 Attorneys for Plaintiffs,
PEDRO MORALES, JESSE GUERRERO,
6 REFUGIO BECERRA, on behalf of themselves
and all others similarly situated
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **VENTURA COUNTY**

10

11 PEDRO MORALES, JESSE GUERRERO,)
REFUGIO BECERRA, on behalf of)
12 themselves and all others similarly situated,)

CASE NO.: 56-2017-00496912-CU-OE-VTA

[Assigned for all purposes to the Hon.
Vincent O'Neill, Jr. - Dept. "41"]

13)
Plaintiffs,)

[PROPOSED] **ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

14)
v.)

15 SOUTHLAND SOD FARMS OPERATIONS,)
16 INC., a California corporation; DEL SOL)
HARVESTING, INC., a California)
17 corporation; and DOES 1 through 100,)
Inclusive)

DATE: October 10, 2018
TIME: 10:00 A.m.
DEPT.: 41

18)
Defendants.)
19)
20)
21)

22 This matter having come before the Court on October 10, 2018 for final fairness hearing
23 pursuant to the Order of this Court dated June 18, 2018 granting preliminary approval
24 ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Joint
25 Stipulation for Class Action Settlement ("Settlement Agreement") submitted in support of Motion
26 for Preliminary Approval of Class Settlement; and due and adequate notice having been given to
27 the Class Members as required in Preliminary Approval Order and the Court having considered all
28 papers filed and proceedings had herein and otherwise being fully informed and good cause

1 appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

2
3 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
4 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

5
6 2. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement.

8
9 3. This Court has jurisdiction over the subject matter of this litigation and over all
10 Parties to this litigation, including all Class Members.

11
12 4. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to
13 the Class Members as set forth in the Settlement Agreement and the other matters set forth herein
14 have been completed in conformity with the Preliminary Approval Order, including individual
15 notice to all Class Members who could be identified through reasonable effort, and was the best
16 notice practicable under the circumstances. This Class Notice provided due and adequate notice of
17 the proceedings and of the matters set forth therein, including the proposed class settlement set
18 forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class
19 Notice fully satisfied the requirement of due process.

20
21 5. Two Class Members have opted-out of the settlement. No Class Member objected
22 to the settlement.

23
24 6. The Court further finds that the settlement is fair, reasonable and adequate and that
25 plaintiffs have satisfied the standards and applicable requirements for final approval of class action
26 settlement under California law, including the provisions of California Code of Civil Procedure
27 §382 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in
28 Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
3 the parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the parties have conducted extensive and costly investigation and research
6 and counsel for the parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the class is properly certified as a class for settlement purposes only.

11
12 8. For settlement purposes only, the Court certifies the following class: All current
13 and former non-exempt hourly employees who worked at Southland Sod's facilities in the state of
14 California, including temporary non-exempt hourly employees placed to work at Southland Sod's
15 facilities in California by Del Sol at any time between May 24, 2013 through April 23, 2018.

16
17 9. Class Members, except those that have submitted a valid and timely request to be
18 excluded from the Settlement Agreement, release and discharge Defendants and their former and
19 present parents, subsidiaries and affiliated companies and entities and their current, former and
20 future owners, officers, directors, members, managers, employees, consultants, partners, affiliates,
21 subsidiaries, shareholders, attorneys, insurers, reinsurers, joint venturers and agents, any
22 successors, assigns, or legal representatives and any individual or entity who or which could be
23 jointly liable with Defendants and all persons or entities acting by, through under or in concert
24 with any of them (collectively, the "Released Parties"), from wage and hour claims, rights,
25 demands, liabilities, penalties, interest and causes of action, arising from or related to the claims
26 pled in Plaintiffs' First Amended Complaint ("Complaint") or that could have been pled in the
27 Complaint based on the factual allegations pled in the Complaint, including claims for failure to
28 pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to

1 provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage
2 statements, unfair competition claim under California Business & Professions Code §17200, et
3 seq., civil penalties pursuant to Labor Code §2699, et seq. ("Released Claims").
4

5 10. Nothing contained in this Settlement Agreement shall be construed or deemed an
6 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of
7 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
8 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
9 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
10 interpret, or enforce its terms.
11

12 11. The Settlement Agreement provides for the "Gross Settlement Amount" in the
13 amount of \$1,950,000.00. From the Gross Settlement Amount individual settlement payments to
14 Class Members, Court approved attorneys' fees and costs, the claims administrative costs, the
15 class representatives enhancement fee, and payment to the LWDA for PAGA penalties in the
16 amount of \$7,500.00 shall be deducted. Defendants' employer's share of payroll taxes for the
17 wage portion of the individual settlement payment will be paid by Defendants in addition to the
18 Gross Settlement Amount. The payment of the settlement funds by Defendants and payment of
19 individual settlement checks to Class Members will be made as set forth in the Settlement
20 Agreement.
21

22 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
23 \$682,500.00 which is approximately 35% of the Gross Settlement Amount and to be deducted
24 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$7,853.59
25 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
26 Claims Administrator from the Gross Settlement Amount as set forth in the Settlement
27 Agreement.
28 ///

1 13. The Court hereby approves an enhancement fee to each named plaintiff in the
2 amount of \$5,000.00 for Pedro Morales, Jesse Guerrero and Refugio Becerra for a total payment
3 of \$15,000. Payment for the enhancement fee will be paid by the Claims Administrator from the
4 Gross Settlement Amount as set forth in the Settlement Agreement.

5
6 14. The Court hereby approves the claims administrator's fees and cost in the amount
7 of \$18,000. The claims administrator, CPT Group, Inc., shall be paid the cost of administration of
8 the settlement from the Gross Settlement Amount.

9
10 15. Except as expressly provided herein, the parties each shall bear all of their own fees
11 and costs in connection with this matter.

12
13 16. The Court approves the named plaintiffs Pedro Morales, Jesse Guerrero and
14 Refugio Becerra as class representatives.

15
16 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
17 Nourmand Law Firm, APC as class counsel.

18
19 18. The Court approves CPT Group, Inc. as the claims administrator.

20
21 19. Upon completion of administration of the settlement, the claims administrator shall
22 execute a declaration with a final reporting with respect to the final distribution and payment of
23 the individual settlement payments to participating Class Members. The declaration regarding
24 distribution from the claims administrator must be filed with the Court by April 29, 2019.

25
26 20. The Court finds that class settlement on the terms set forth in the Settlement
27 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
28 the released claims against Defendants.

21. The Court finds the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendants. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

DATED: Oct. 10, 2018

HONORABLE VINCENT O'NEILL, JR.
VENTURA COUNTY SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is 8822 West Olympic Boulevard, Beverly Hills, California 90211.

On September 24, 2018, I served the following document(s) described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, addressed as follows:

Jonathan Fraser Light, Esq.
LIGHT GABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010

Charley M. Stoll, Esq.
LAW OFFICES OF CHARLEY M. STOLL, APC
340 Rosewood Avenue, Suite K
Camarillo, California 93010

BY MAIL: As follows: I am readily familiar with our office's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address stated above, following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Proof of Service was executed on September 24, 2018, at Beverly Hills, California.


Alejandra Beltran