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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 15 2022

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BY 
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10 *Attorneys for Plaintiffs, the Putative Settlement Class, the LWDA, and the Aggrieved Employees.*

11
12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14
15 LUIS ANGEL ROBLES GARCIA and
16 MARTIN GARCIA VERA, individually and on
17 behalf of all others similarly situated,

17 Plaintiffs,

18 v.

19 VAN DRUNEN FARMS – GOLDEN STATE
20 HERBS, INC., a California Corporation,

21 Defendant.

CASE NO: CIVSB2125302

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 15, 2022

Time: 10:00 a.m.

Dept.: S-26

Judge: Hon. David Cohn

1 On June 15, 2022, the Court held a hearing on Plaintiffs Luis Angel Robles Garcia's and Martin
2 Garcia Vera's ("Plaintiffs") Motion for Final Approval of Class Action Settlement between Plaintiffs and
3 Defendant Van Drunen Farms-Golden State Herbs, Inc. ("Defendant"), and Plaintiffs' Motion for
4 Attorneys' Fees and Costs.

5 Due and adequate notice having been given to Class Members, and the Court having considered
6 the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (the "Settlement
7 Agreement" or "Settlement"), all of the legal authorities and documents submitted in support thereof, all
8 papers filed and proceedings had herein, all oral and written comments received regarding the proposed
9 settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
10 GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS

11 AND DETERMINATIONS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
13 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
14 Settlement Agreement.¹

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Agreement and as follows:

19 *Plaintiffs and all other hourly-paid non-exempt employees who are or were employed by*
20 *Defendant in the State of California from February 17, 2017 through September 20,*
21 *2021.*

22 4. The Court deems this definition sufficient for the purpose of California Rule of Court
23 3.765(a) and for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 65 Class Members exists and a well-defined
25 community of interests exists in the questions of law and fact involved because in the context of the
26 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
27 Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and

28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Crag J. Ackermann in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement terms,
6 their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion,
7 their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval
8 Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to
9 act were provided by each of these procedures.

10 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
11 of this notice process.

12 8. No Class Member opted out of the Settlement.

13 9. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
14 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
15 all applicable requirements of the California Code of Civil Procedure, the California and United States
16 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
17 law, and in the best interests of each of the Parties and Class Members.

18 10. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
19 and declares the Settlement Agreement to be binding on all Class Members.

20 11. The Court finds that the Settlement Agreement has been reached as a result of informed
21 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
23 positions.

24 12. The Court also finds that Settlement now will avoid additional and potentially substantial
25 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
26 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
27 by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class
28 Members.

1 13. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
2 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
3 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
4 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendant.

6 14. The Court appoints Plaintiffs as Class Representatives and finds them to be adequate.

7 15. The Court appoints Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C.
8 and Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C. as Class Counsel, and finds each of
9 them to be adequate, experienced, and well-versed in similar class action litigation.

10 16. The terms of the Agreement, including the gross settlement amount of **\$185,000.00**, and
11 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,
12 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The
13 Court approves the following allocations, which fall within the ranges stipulated by and through the
14 Settlement Agreement:

- 15 a. The **\$5,500.00** designated for payment to CPT Group, Inc., the Settlement Administrator,
16 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,
17 the payment to the Settlement Administrator in accordance with the Agreement.
- 18 b. The **\$61,666.66** requested by Plaintiffs and Class Counsel for the Class Counsel's
19 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
20 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
21 made in accordance with the Agreement.
- 22 c. The Court awards **\$6,917.76** in litigation costs, an amount which the Court finds to be
23 reflective of the reasonable costs incurred. The Court grants final approval of and orders
24 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
25 with the Agreement and divided between counsel in proportion with their respective costs
26 expenditures.²

27 ² The Settlement Agreement contemplates litigation cost reimbursement in the amount of \$7,500.00 which was already
28 preliminarily approved by this Court and noticed to the Class; however, Plaintiffs' counsel is only requesting reimbursement
of litigation costs in the amount of \$6,797.76, with the balance added to the Net Settlement Amount to be distributed pro rata

1 d. The **\$6,250.00** requested by Plaintiffs for each Class Representative Payment is fair and
2 reasonable. The Court grants final approval of and orders the Class Representative Payment
3 to be made in accordance with the Agreement.

4 e. The Court grants final approval of the **\$7,500.00** PAGA payment to the LWDA and orders
5 the payment to be made in accordance with the Agreement.

6 17. The Court orders the Parties to comply with and carry out all terms and provisions of the
7 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
8 case the provisions of this Order shall take precedence and supersede the Settlement.

9 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
10 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
11 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
12 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked
13 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
14 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the
15 subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or
16 proceeding other than for settlement purposes.

17 19. All Class Members shall be bound by the Settlement and this Order, including the Class
18 Released Claims³ and Release of PAGA Claims⁴ in favor of Defendant and the other Released Parties⁵ as
19 set forth in the Agreement, and are permanently barred and enjoined from prosecuting against Defendant
20 and the other Released Parties any and all of Class Members' Class Released Claims and Release of PAGA
21 Claims as defined in the Agreement.

22 20. Plaintiffs are bound to the release of claims against Defendant and the other Released
23

24 to the Participating Class Members.

25 ³ "Class Released Claims" means those claims alleged in Plaintiffs' LWDA letters and in their Complaint ("Complaint"), and
26 that arose during the Class Period, including claims under Labor Code sections 201, 202, 203, 204, 210, 226(a) and (e), 226.3,
226.7, 510, 512, 558, 1194, 1194.2, 1197, 1199, and 2802, as well as Sections 3, 7, 11 and 12 of IWC Wage Order No. 14 and
or any other applicable Wage Order(s), and section 17200 et seq. of the California Business and Professions Code based on the
foregoing. (S.A., ¶ 59).

27 ⁴ "Release of PAGA Claims" means any and all civil penalty claims predicated on the claims alleged in the Complaint under
PAGA, Labor Code section 266 et seq. (S.A., ¶ 60).

28 ⁵ "Released Parties" means Defendant and all of its parents, subsidiaries, affiliates, shareholders, members, agents,
predecessors, successors, and assigns. (S.A., ¶ 22).

1 Parties as set forth in the Settlement Agreement and is permanently barred from prosecuting against
2 Defendant and the other Released Parties any and all of Plaintiffs' Released Claims as defined in the
3 Agreement.

4 21. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
5 provided in the Settlement Agreement.

6 22. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
7 funds associated with stale checks that have not been cashed within one hundred eighty days (180) days
8 will be deemed void and shall be distributed to a *cy pres* recipient to be agreed upon by the Parties.

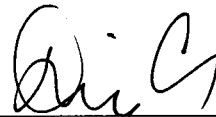
9 23. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
10 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
11 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
12 administration matters, and addressing such post-Judgment matters as may be appropriate under court
13 rules or applicable law.

14 24. Plaintiffs or the Settlement Administrator shall file with the Court a report regarding the
15 status of distribution within sixty (60) days after all funds have been distributed.

17 **IT IS SO ORDERED.**

18
19 DATED: _____

6/15/21



HON. DAVID COHN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA