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SUPERIOR COURT
YAKIMA CO WA

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF YAKIMA**

GLORIA MUNGUIA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WYCKOFF FARMS, INCORPORATED, a
Washington Corporation,

Defendant.

CASE NO. 18-2-01660-39

~~PROPOSED~~ ORDER:

- (1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPROVAL OF SETTLEMENT;
- (2) APPROVING CLASS NOTICE AND RELATED MATERIALS;
- (3) APPOINTING CLAIMS ADMINISTRATOR; AND
- (4) SCHEDULING FINAL APPROVAL HEARING

Civil Motions Docket
Date: April 19, 2019
Time: 1:30PM
Moving Party

~~PROPOSED~~ ORDER

INDIA LIN BODIEN, ATTORNEY AT LAW
2522 NORTH PROCTOR ST. #387
TACOMA, WA 98406-5338
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ORDER

On April 12, 2019, Plaintiff Gloria Munguia (“Plaintiff”) filed a motion in this putative class action lawsuit against Defendant Wyckoff Farms, Incorporated (“Defendant” or “Wyckoff”), for conditional certification of a settlement class in this action, preliminary approval of the parties’ proposed settlement, approval of the Class Notice to be sent to Class Members about the settlement, and the setting of a date for the hearing on final approval of the settlement. The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

IT IS ORDERED:

1. The following class of persons is certified as the Class in this action solely for the purposes of the Settlement:

All individuals who (1) resided and/or worked in Washington State, (2) were employed by Defendant Wyckoff Farms, Incorporated, in the position of hand harvester, pruner, picker, thinner, farm worker, or any similar position traditionally paid in whole or in part by piece-rate wages, (3) who were in fact paid on a piece-rate basis, at any time from May 11, 2015 through May 31, 2018.

2. The proposed class satisfies the requirements of a settlement class because the class members are readily ascertainable and a well-defined community of interest exists in the questions of law and fact affecting the parties. The class is estimated to include approximately 4,026 individuals.

3. The parties’ Class Action Settlement Agreement and Release (the “Settlement Agreement”) (Decl. of Craig Ackermann in Support of Preliminary Approval, Exh. 1) is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Court finds that, given the potential risks and defenses raised by Defendant, and the range of other comparable settlements, and the amount at issue in damages, the Gross Settlement Amount here of \$170,000 falls within the range of possible approval as fair, adequate and reasonable, was the product of arm’s-length and informed negotiations through mediation, and treats all Class Members fairly.

4. The parties’ proposed Class Notice plan is constitutionally sound because individual notices will be mailed to all class members whose identities are known to the parties.

1 The Class Notice will be disseminated in English and Spanish according to the notice plan
2 described in the Settlement Agreement and substantially in the form submitted by the parties. To
3 ensure that the Class Notice reaches as many Class Members as possible, the Claims Administrator
4 will take the Class Data provided by the parties (which will include each Class Member's name,
5 last-known mailing address and telephone number, Social Security number, and number of Piece
6 Rate Hours) and update the addresses using the National Change of Address database. After doing
7 so, the Claims Administrator will mail the Class Notices. If any of the Class Notices are returned
8 by the U.S. Postal Service as undeliverable (*i.e.*, there is no forwarding address), the Claims
9 Administrator will perform "skip trace" address searches and will re-mail notices to Class
10 Members for whom new addresses are provided or are found. Proof of distribution of notice will
11 be filed by the parties at or prior to the final approval hearing. The parties' proposed Class Notice
12 and Claim Form (Settlement Agreement, Exhibits A and B) are sufficient to inform Class Members
13 of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their
14 right to submit claims, object to the settlement, and their right to request to be excluded from the
15 Settlement), and the date and location of the final approval hearing. ~~The Class Notice further~~
16 ~~advises Class Members that, if they do not exclude themselves from the Settlement, they will~~
17 ~~receive their pro-rata share of the Settlement Proceeds and will be bound by the release of claims~~
18 ~~in the Settlement Agreement¹ with respect to Defendant and other affiliated released parties.²~~ The
19 Class Notice plan provides the best notice practicable and, therefore, is approved.

20 5. Any Class Member who wishes to challenge their calculated number of Piece-Rate
21 Hours during the Class Period or object to the Settlement, including the Class Counsel requested

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23 ¹ ~~The Released Claims are defined as "any and all claims raised in the Action from May 11, 2015 through May 31,~~
24 ~~2018, including claims for allegedly unpaid non-productive time (i.e., orientation time, training time, and traveling~~
25 ~~between orchards or fields, weather delays, delayed related to movement of equipment) under RCW 49.46 et seq,~~
26 ~~including 49.46.020 and 49.46.090, double damages pursuant to RCW 49.52.050,070, and any and all other wage~~
27 ~~and hour claims arising from the facts and causes of action alleged in the Complaint." See Settlement Agreement,~~
28 ~~¶68.~~

² ~~The Released Parties are defined as "Defendant and its former and current parents, subsidiaries, and affiliated~~
corporations, its officers, directors, employees, partners, shareholders, agents, insurers, employee benefit plans, and
any other successors, assigns, or legal representatives." *Id.*

1 attorney's fees and/or litigation costs, has until 75 days after the mailing of the Class Notice to
2 submit his or her comment or objection, pursuant to the procedures set forth in the Class Notice.

3 6. Any Class Member may opt-out of the Settlement, by submitting a written election
4 not to participate in this Settlement no later than 75 days after the mailing of the Class Notice,
5 pursuant to the procedures set forth in the Class Notice.

6 7. The Court makes the following appointments: (1) Plaintiff Gloria Munguia as Class
7 Representative; (2) Craig J. Ackermann and Brian W. Denlinger of Ackermann & Tilajef, P.C.,
8 Tatiana Hernandez of Law office of Tatiana Hernandez, P.C. and India Lin Bodien as Class
9 Counsel and (3) CPT Group, Inc. is appointed to act as the Claims Administrator, pursuant to the
10 terms set forth in the Settlement.

11 8. Defendant is directed to provide the Claims Administrator the Class Data as
12 specified by the Settlement Agreement no later than 21 days after the date of this order.

13 9. The Claims Administrator is directed to mail the approved Class Notice by first-
14 class regular U.S. mail to the Class Members no later than 30 days after receipt of the Class Data
15 from Defendant, as specified by the Settlement Agreement.

16 10. A final hearing will be held on ^{OCTOBER} August 18, 2019, at 1:30 p.m., to determine
17 whether the Settlement should be granted final approval as fair, reasonable, and adequate. The
18 Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider
19 the Class Representative's request for a Class Representative Payment and Class Counsel's request
20 for attorneys' fees and reimbursement of litigation costs. Class Members and their counsel may
21 oppose the Settlement and/or the motion for awards of the Class Representative Payment, the Class
22 Counsel's Attorneys' Fees, and Class Counsel's Litigation Expenses, if they so desire, as set forth
23 in the Class Notice.

24 11. Plaintiff's motion in support of final approval, including any request for the Class
25 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, must be filed no later than
26 5 days before the Final Approval Hearing.

27 12. Any Class Member may appear at the final approval hearing in person or by his or
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1 her own attorney, and show cause why the Court should not approve the Settlement, or object to
2 the motion for award of the Class Representative Payment and/or Class Counsel's requested
3 attorneys' fees and/or Class Counsel Litigation Expenses.

4 13. The Court reserves the right to continue the date of the final approval hearing
5 without further notice to Class Members. The Court retains jurisdiction to consider all further
6 matters arising out of or in connection with the Settlement.

7 Date: 4/19, 2019

8  **HON. MICHAEL G. McCARTHY**
9 HON.
10 SUPERIOR COURT JUDGE, COUNTY OF YAKIMA

11 PRESENTED BY:

12 INDIA LIN BODIEN, ATTORNEY AT LAW
13 ACKERMANN & TILAJEF, PC
14 LAW OFFICE OF TATIANA HERNANDEZ

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16 INDIA LIN BODIEN, WSBA No. 44898
17 CO-COUNSEL FOR PLAINTIFF