

NOV 22 2019

FILED

Civil Motions Docket
HEARING DATE: November 22, 2019 at 1:30 PM
Moving Party

COPY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

ISABEL PEREZ HERNANDEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

OLSEN BROTHERS RANCHES, INC., a
Washington Corporation,

Defendant.

CASE NO. 18-2-01240-3

[PROPOSED] ORDER:

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

1 On November 15, 2019, Plaintiff Isabel Perez Hernandez (“Plaintiff”) filed a motion in this
2 putative class action lawsuit against Olsen Brothers Ranches, Inc. (“Defendant” or “Olsen”), for
3 conditional certification of a settlement class in this action, preliminary approval of the parties’
4 proposed settlement, approval of the Class Notice to be sent to Class Members about the
5 settlement, and the setting of a date for the hearing on final approval of the settlement. The Court
6 having read and considered the papers on the motion, the arguments of counsel, and the law, and
7 good cause appearing therefore,

8 **IT IS ORDERED:**

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

11 All individuals who (1) resided in Washington State, (2) were employed by Olsen
12 Brothers Ranches, Inc., in the position of hand harvester, pruner, picker, thinner,
13 farm worker, or any other similar position, (3) and who were paid on a piece-rate
basis, at any time from May 15, 2015 through May 28, 2018.

14 2. The proposed class satisfies the requirements of a settlement class because the class
15 members are readily ascertainable and a well-defined community of interest exists in the questions
16 of law and fact affecting the parties. The class is estimated to include approximately 2,943
individuals.

17 3. The parties’ Class Action Settlement Agreement and Release (the “Settlement
18 Agreement”) (Decl. of Craig Ackermann in Support of Preliminary Approval, Exh. 1) is granted
19 preliminary approval as it meets the criteria for preliminary settlement approval. The Court finds
20 that, given the potential risks and defenses raised by Defendant, and the range of other comparable
21 settlements, the Gross Maximum Settlement Amount here of \$137,261.00 falls within the range
22 of possible approval as fair, adequate and reasonable, was the product of arm’s-length and
23 informed negotiations through direct settlement negotiations, and treats all Class Members fairly.

24 4. The parties’ proposed Class Notice plan is constitutionally sound because
25 individual notices will be mailed to all class members whose identities are known to the parties.
26

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 amount of Piece
6 Rate Earnings) and update the addresses using the National Change of Address database. After
7 doing so, the Claims Administrator will mail the Class Notices. If any of the Class Notices are
8 returned by the U.S. Postal Service as undeliverable (*i.e.*, there is no forwarding address), the
9 Claims 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 submit timely claims and do not exclude themselves from the
17 Settlement, they will receive their pro-rata share of the Settlement Proceeds and will be bound by
18 the release of claims in the Settlement Agreement¹ with respect to Defendant and other affiliated
19 released parties.² The Class Notice plan provides the best notice practicable and, therefore, is
20 approved.

21 5. Any Class Member who wishes to challenge their Claim Share based on their
22

23 ¹ The Released Claims are defined as "any and all claims raised in the Action from May 15, 2015 through May 28,
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, delays related to movement of equipment) under RCW 49.46 *et seq.*,
including 49.46.020 and 49.46.090, double damages pursuant to RCW 49.52.050,070, and any and all other wage and
26 hour claims arising from the facts and causes of action alleged in the Complaint." See Settlement Agreement, ¶67.

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

1 calculated amount of Piece-Rate Earnings during the Class Period or object to the Settlement,
2 including the Class Counsel requested attorney's fees and/or litigation costs, has until 75 days after
3 the mailing of the Class Notice to submit his or her claim, opt-out and/or objection, pursuant to
4 the procedures set forth in the Class Notice.

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

8 7. The Court makes the following appointments: (1) Plaintiff Isabel Perez Hernandez
9 as Class Representative; (2) Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,
10 P.C., Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C. and India Lin Bodien as Class
11 Counsel and (3) CPT Group, Inc. is appointed to act as the Claims Administrator, pursuant to the
12 terms set forth in the Settlement.

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

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

18 10. A final hearing will be held on ^{May} ~~March~~ 8, 2020, at 1:30 p.m., to determine
19 whether the Settlement should be granted final approval as fair, reasonable, and adequate. The
20 Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider
21 the Class Representative's request for a Class Representative Payment and Class Counsel's request
22 for attorneys' fees and reimbursement of litigation costs. Class Members and their counsel may
23 oppose the Settlement and/or the motion for awards of the Class Representative Payment, the Class
24 Counsel Fees, and Class Counsel Litigation Expenses, if they so desire, as set forth in the Class
25 Notice.

26 11. Plaintiff's motion in support of final approval, including any request for the Class
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1 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, must be filed no later than
2 5 days before the Final Approval Hearing.

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

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

10 Date: 11/22/19, 2019

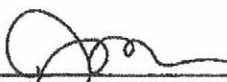
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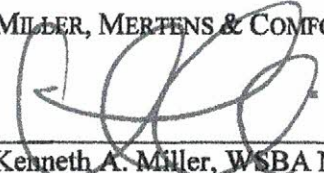
SUPERIOR COURT JUDGE, COUNTY OF BENTON

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13 Presented by:

14 ACKERMANN & TILAJEF, P.C.
15 INDIA LIN BODIEN, ATTORNEY AT LAW
16 LAW OFFICE OF TATIANA HERNANDEZ

17 
18 India Lin Bodien, WSBA No. 44898
19 Co-Counsel for Plaintiff

20 MILLER, MERTENS & COMFORT, PLLC

21 
22 Kenneth A. Miller, WSBA No. 10946
23 Counsel for Defendant

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ISABEL PEREZ HERNANDEZ, individually
and on behalf of all others similarly situated,

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NO. 18-2-01240-3

**DECLARATION PURSUANT TO
GR 17 (a)(2)**

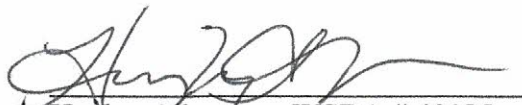
Hayley Albertson declares and states:

1. I am an attorney with Albertson Law LLP, and submit this declaration pursuant to GR 17(a)(2) as recipient of PROPOSED ORDER: (1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPROVAL OF SETTLEMENT; (2) APPROVING CLASS NOTICE AND RELATED MATERIALS; (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND (4) SCHEDULING FINAL APPROVAL HEARING, received via email to albertson@albertsonlawllp.com for filing with the Court in this matter.

2. I have examined the document. The document to be filed consists of SIX pages including the signature page and this declaration page. It is complete and legible.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FORGOING IS TRUE AND CORRECT.

Dated this 22nd day of November 2019


Hayley Albertson, WSBA # 40125