

1 **BRADLEY GROMBACHER, LLP**  
2 Marcus J. Bradley, Esq. (SBN 174156)  
3 Kiley L. Grombacher, Esq. (SBN 245960)  
4 31365 Oak Crest Drive, Suite 240  
5 Westlake Village, CA 91361  
6 Telephone: (805) 270-7100  
7 Facsimile: (805) 270-7589  
8 mbradley@bradleygrombacher.com  
9 kgrombacher@bradleygrombacher.com

10 **LAW OFFICES OF SAHAG MAJARIAN II**  
11 Sahag Majarian, II, Esq. (SBN 146621)  
12 18250 Ventura Boulevard  
13 Tarzana, California 91356  
14 Telephone: (818) 609-0807  
15 Facsimile: (818) 609-0892  
16 sahagii@aol.com

17 Attorneys for Plaintiff Daniel Vargas

18 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

19 **COUNTY OF KERN – NORTH KERN DISTRICT**

20 DANIEL VARGAS, an individual, on his own  
21 behalf and on behalf of all others similarly  
22 situated,

23 Plaintiff,

24 v.

25 PARAMOUNT CITRUS II LLC;  
26 WONDERFUL CITRUS II LLC; and DOES  
27 1-100, inclusive,

28 Defendants.

**CASE NO. BCV-16-101117**

Complaint Filed: May 17, 2016

(Assigned to Hon. Thomas S. Clark Dept. 17)

**CLASS ACTION**

**NOTICE OF ENTRY OF JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on July 14, 2020, Judgment was entered in the  
3 above-captioned action. A true and correct copy of the Court's Judgment is attached hereto as  
4 Exhibit A.

5 DATED: July 14, 2020

**BRADLEY/GROMBACHER LLP  
LAW OFFICES OF SAHAG MAJARIAN II**

7  
8 By: 

Marcus J. Bradley, Esq.  
Kiley L. Grombacher, Esq.  
Sahag Majarien, II, Esq.  
Attorneys for Plaintiff  
Daniel Vargas, an individual,  
on his own behalf and  
on behalf of all others similarly situated

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT A**

1 **BRADLEY GROMBACHER, LLP**  
2 Marcus J. Bradley, Esq. (SBN 174156)  
3 Kiley L. Grombacher, Esq. (SBN 245960)  
4 31365 Oak Crest Drive, Suite 240  
5 Westlake Village, CA 91361  
6 Telephone: (805) 270-7100  
7 Facsimile: (805) 270-7589  
8 mbradley@bradleygrombacher.com  
9 kgrombacher@bradleygrombacher.com

**FILED**  
**KERN COUNTY**  
**JUL 24 2020**

BY \_\_\_\_\_ DEPUTY

10 **LAW OFFICES OF SAHAG MAJARIAN II**  
11 Sahag Majarian, II, Esq. (SBN 146621)  
12 18250 Ventura Boulevard  
13 Tarzana, California 91356  
14 Telephone: (818) 609-0807  
15 Facsimile: (818) 609-0892  
16 sahagii@aol.com

17 Attorneys for Plaintiff Daniel Vargas

18 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
19 **COUNTY OF KERN – NORTH KERN DISTRICT**

20 DANIEL VARGAS, an individual, on his own  
21 behalf and on behalf of all others similarly  
22 situated,

23 Plaintiff,


24 vs.

25 PARAMOUNT CITRUS II LLC;  
26 WONDERFUL CITRUS II LLC; and DOES  
27 1-100, inclusive,

28 Defendants.

**CASE NO. BCV-16-101117**

Complaint Filed: May 17, 2016  
(Assigned to Hon. Thomas S. Clark  
Dept. 17)

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

**EXHIBIT A**

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

1 This matter, having come before the Court for hearing pursuant to the Order dated July  
2 14, 2020, for approval of the settlement set forth in the Stipulation for Class and PAGA Action  
3 Settlement ("Stipulation" or "Settlement"), and the Court having considered all papers filed and  
4 proceedings had herein and otherwise being fully informed of the premises and good cause  
5 appearing therefore, it is

6 **ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used herein shall have the same meaning as defined in the Stipulation  
8 and as subsequently amended on or about 3/2/20 with respect to "compensable workweek".

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

11 3. The Court finds that the Settlement has been reached as a result of intensive,  
12 serious and non-collusive arms-length negotiations. The Court further finds that the Parties have  
13 conducted extensive and costly investigation and research and counsel for the Parties are able to  
14 reasonably evaluate their respective positions. The Court also finds that the Settlement, at this  
15 time, will avoid additional substantial costs, as well as avoid the delay and risks that would be  
16 presented by the further prosecution of the Action.

17 4. The Court finds that distribution of the Notice directed to the Putative Class  
18 Members as set forth in the Stipulation and the other matters set forth therein have been  
19 completed in conformity with the Preliminary Approval Order, including individual notice by  
20 first class mail to all Putative Class Members who could be identified through reasonable effort.  
21 The Court finds the Notice sent to all Putative Class Members provided due and adequate notice  
22 of the proceedings and of the matters set forth therein, including the proposed settlement set  
23 forth in the Stipulation, to all persons entitled to such Notice, and the Notice fully satisfied the  
24 requirements of due process. Zero (0) Putative Class Members objected to the Settlement. Zero  
25 (0) Putative Class Members requested exclusion from the Class. 309 members of the Settlement  
26 Class have been deemed Participating Class Members and are eligible to receive settlement  
27 payments.

28 **EXHIBIT A**

1           5.       This Court hereby approves the settlement set forth in the Stipulation and finds  
2 that the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to  
3 effectuate the Settlement according to its terms. Indeed, the Court has reviewed the monetary  
4 recovery that is being granted as part of the Settlement and recognizes the significant value of  
5 that monetary recovery to the Class.

6           6.       For purposes of this Final Judgment and for settlement only, the Court hereby  
7 certifies the Class. Class, Class Members or Settlement Class is defined as follows:  
8

9           All non-exempt "sprayers", "chemical mixers" and "truck drivers" who have been  
10 employed or are currently employed by Defendant Wonderful Citrus II LLC  
11 (formerly Paramount Citrus II LLC) (hereinafter "Defendant") in its spray  
12 operations in California between May 17, 2012 and November 22, 2019 (the  
13 "Class Period"), exclusive of anyone who only held any position classified as  
14 "exempt", including but not limited to the positions of "Manager", "Supervisor"  
15 or "Assistant Supervisor" during the Class Period.

16           7.       The Court hereby appoints the Named Plaintiff, Daniel Vargas, as class  
17 representative for the Class.

18           8.       The Court hereby appoints Class Counsel, Bradley/Grombacher LLP as counsel  
19 for the Class.

20           9.       As of the Effective Date, the Released Claims of each and every Class Member --  
21 as collectively defined and described in the Stipulation and in Section E. of the above-  
22 referenced Notice to the Putative Class Members -- are and shall be deemed to be conclusively  
23 released as against the Released Parties, including for any injunctive or declaratory relief. All  
24 Class Members as of the Effective Date are hereby forever barred and enjoined from  
25 prosecuting Released Claims against the Released Parties.

26           10.       The Court hereby awards attorneys' fees (the "Fees Award") in the amount of  
27 \$765,900.00, and costs ("Costs Award") in the amount of \$36,214.23, to be distributed as  
28 provided for in the Settlement. The Fees Award and Costs Award fully satisfy all fees and costs  
incurred by the law firms that represented the Named Plaintiff and Putative Class Members in  
this proceeding, including Marcus J. Bradley, Esq., Bradley/Grombacher LLP. No other

## **EXHIBIT A**

1 attorneys or law firms shall be entitled to any award of attorneys' fees or costs from Defendants  
2 in any way connected with this Action.

3 11. The Court hereby approves an Enhancement Award to the Named Plaintiff in the  
4 amount as follows: \$10,000.00. The Court hereby orders the Settlement Administrator to  
5 distribute the Enhancement Award to the Named Plaintiff in accordance with the provisions of  
6 the Settlement.

7 12. The Court hereby approves claims administration fees to the Settlement  
8 Administrator CPT Group, Inc. in an amount up to \$15,000.00.

9 13. The Court hereby approves the \$50,000.00) to be paid in settlement of all Claims  
10 for civil penalties under the California Private Attorney General Act of 2004 ("PAGA"), 75% of  
11 which (\$37,500.00) is payable to LWDA and 25% of which (\$12,500.00) is payable to  
12 Participating Class Members on a pro rata basis, as provided in the Settlement.

13 14. The Court hereby orders the Settlement Administrator to distribute the monetary  
14 settlement awards and to perform all other duties required of the Settlement Administrator in  
15 accordance with the provisions of the Settlement.

16 15. After administration of the Settlement has been completed in accordance with  
17 the Stipulation and all amounts calculated, and in no event later than 180 days after the  
18 Effective Date, Plaintiff shall file a report with this Court certifying compliance with the terms  
19 of the Settlement.

20 16. The Stipulation and Settlement are not an admission by Defendants or any of the  
21 other Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action  
22 or of any wrongdoing by Defendants or any of the other Released Parties. Neither this Final  
23 Judgment, the Stipulation, nor any document referred to herein, nor any action taken to carry  
24 out the Stipulation is, may be construed as, or may be used as an admission by or against  
25 Defendants or any of the other Released Parties of any fault, wrongdoing or liability  
26 whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or  
27 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
28 an admission or concession with regard to the denials or defenses by Defendants or any of the

### EXHIBIT A

1 other Released Parties and shall not be offered in evidence against Defendants or any of the  
2 Released Parties in any action or proceeding in any court, administrative agency, or other  
3 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Judgment,  
4 the Stipulation, or any related agreement or release.

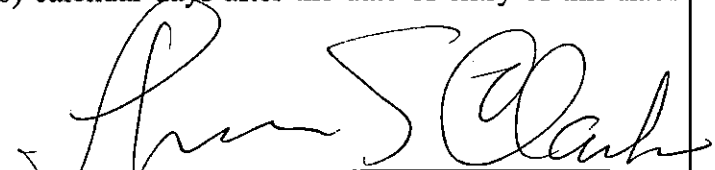
5 17. Notwithstanding these restrictions, any of the Released Parties may file in the  
6 Action or in any other proceeding this Final Judgment, the Stipulation, or any other papers and  
7 records on file in the Action as evidence of the Settlement and to support a defense of res  
8 judicata, collateral estoppel, release, waiver, or other theory of claim preclusion, issue  
9 preclusion or similar defense as to the Released Claims.

10 18. Without affecting the finality of this Final Judgment in any way, this Court  
11 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement  
12 of the Settlement and all orders and judgments entered in connection therewith.

13 19. If the Settlement does not become final and effective in accordance with the  
14 terms of the Stipulation, resulting in the return and/or retention of the Settlement Fund to  
15 Defendants consistent with the terms of the Settlement, then this Judgment and all orders  
16 entered in connection herewith, including any order certifying the Class, appointing class  
17 representatives or class counsel and/or permitting Named Plaintiff to file a third amended class  
18 action complaint, shall be rendered null and void and shall be vacated.

19 20. Notice of this final approval order and judgment shall be given to the Class  
20 Members by posting a copy of this order on the website of Settlement Administrator CPT  
21 Group, Inc. for a period of at least sixty (60) calendar days after the date of entry of this final  
22 approval order and judgment.

23 Dated: 7-14-20

  
HON. THOMAS S. CLARK  
JUDGE OF THE SUPERIOR COURT

25  
26  
27  
28  
**EXHIBIT A**



1 PROOF OF SERVICE

2 STATE OF CALIFORNIA )  
3 COUNTY OF LOS ANGELES ) ss.

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite  
6 240, Westlake Village, CA 91361.

7 On June 14, 2019, I served the foregoing documents described as **NOTICE OF**  
8 **ENTRY OF JUDGMENT** on all interested parties in this action as follows: **SEE**  
9 **ATTACHED SERVICE LIST**

10  **(VIA US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake  
11 Village, California with postage thereon fully prepaid.  
12 I am "readily familiar" with the firm's practice of collection and processing  
13 correspondence for mailing. It is deposited with the U.S. Postal Service on that same  
14 day in the ordinary course of business. I am aware that on motion of party served,  
15 service is presumed invalid if postal cancellation date or postage meter date is more than  
16 one day after date of deposit for mailing in affidavit.

17  **(VIA FEDERAL EXPRESS)** I caused to have served such document(s) by depositing  
18 them in the drop box at Agoura Hills, California, for priority overnight next day  
19 delivery.

20  **(VIA FACSIMILE)** I caused such document to be faxed to the persons identified with  
21 fax numbers on the attached Mailing List.

22  **(VIA PERSONAL SERVICE)** I delivered such envelope(s) by hand to the offices of  
23 the addressee.

24  **(BY E-MAIL)** On the above date, I delivered the forgoing document(s) by electronic  
25 transmission to the parties' email addresses as they are known to me on the attached  
26 Service List. I did not receive, within a reasonable period of time, any indication that  
27 the transmission did not go through.

28  **(STATE)** I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct.

**(FEDERAL)** I declare that I am employed in the office of a member of the bar of this  
court at whose direction the service was made.

Executed June 14, 2019, at Westlake Village, California.

  
Suzette Boucher

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

*Vargas v. Paramount Citrus II, LLC.*  
Kern County Superior Court Case No. BCV-16-101117  
Service List

Brooke S. Hammond, Esq. <b>ROLL LAW GROUP, PC</b> 11444 West Olympic Boulevard Los Angeles, CA 90064-1557 Tel: 310-966-8400 Fax: 310-996-8810 brooke.hammond@roll.com	Attorneys for Defendants.
Sahag Majarian, II, Esq. <b>LAW OFFICES OF SAHAG MAJARIAN II</b> 18250 Ventura Boulevard Tarzana, California 91356 Telephone: (818) 609-0807 Facsimile: (818) 609-0892 sahagii@aol.com	Co-Counsel for Plaintiffs