

1 Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
**LAWYERS for JUSTICE, PC**  
3 410 West Arden Avenue, Suite 203  
Glendale, California 91203  
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

5 V. Andre Sherman (SBN 198684)  
**GIRARDI & KEESE**  
6 1126 Wilshire Boulevard  
Los Angeles, California 90012  
7 Tel: (213) 977-0211 / Fax: (213) 481-1554

8 *Attorneys for Plaintiff and the Class*

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 MONICA ZUNO; individually, and on behalf  
13 of other members of the general public  
similarly situated and on behalf of other  
14 aggrieved employees pursuant to the California  
Private Attorneys General Act;

15 Plaintiff,

16 vs.

17 FARMER BROS. CO., an unknown business  
18 entity; and DOES 1 through 100, inclusive,

19 Defendants.

Case No.: BC600995

Honorable William F. Highberger  
Department SSC10

**CLASS ACTION**

~~PROPOSED~~ **FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: March 22, 2019  
Time: 10:00 a.m.  
Department: SSC10

Complaint Filed: November 12, 2015  
FAC Filed: March 8, 2016  
Trial Date: None Set

**RECEIVED**  
**LOS ANGELES SUPERIOR COURT**

**FEB 28 2019**

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Superior Court of California  
County of Los Angeles

**MAR 22 2019**

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Aldwin Lim, Deputy

1 This matter has come before the Honorable William F. Highberger in Department SSC10  
2 of the above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los  
3 Angeles, California 90012, on Plaintiff Monica Zuno's ("Plaintiff") Motion for Final Approval of  
4 Class Action Settlement, Attorneys' Fees, Costs, and Incentive Award ("Motion for Final  
5 Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiff and Gordon & Rees LLP  
6 appeared on behalf of Defendant Farmer Bros. Co. ("Defendant").

7 On October 15, 2018, the Court entered the Order Granting Preliminary Approval of Class  
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
9 of the above-entitled action ("Action") in accordance with the Class and Representative Action  
10 Settlement Agreement and Release, which, together with Amendment No. 1 to Class and  
11 Representative Action Settlement Agreement and Release (together "Settlement," "Agreement,"  
12 or "Settlement Agreement"), set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement  
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil  
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt individuals employed  
26 by Defendant in California at any time from July 24, 2011 through  
27 October 15, 2018 who were not subject to a collective bargaining  
28 agreement ("Class" or "Class Members").

1           4.       The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
2 Class Members, fully and accurately informed the Class Members of all material elements of the  
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
6 California, the United States Constitution, due process and other applicable law. The Class Notice  
7 fairly and adequately described the Settlement and provided the Class Members with adequate  
8 instructions and a variety of means to obtain additional information.

9           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
12 investigation conducted by Lawyers *for* Justice, PC and Girardi & Keese (together, “Class  
13 Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length  
14 negotiations between the parties; and that the terms of the Settlement are in all respects fair,  
15 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,  
16 including evidence regarding the strength of Plaintiff’s case; the risk, expense, and complexity of  
17 the claims presented; the likely duration of further litigation; the amount offered in the Settlement;  
18 the extent of investigation and discovery completed; and the experience and views of Class  
19 Counsel. The Court has further considered the absence of objections to the Settlement and that  
20 there was only one (1) timely and valid Request for Exclusion submitted by a Class Member.  
21 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the  
22 Settlement Agreement and the following terms and conditions.

23           6.       A full opportunity has been afforded to the Class Members to participate in the  
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
26 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a  
27 timely and valid Request for Exclusion to the Settlement Administrator (“Settlement Class  
28 Members”) are bound by this Final Approval Order and Judgment.

1           7.       The Court finds that Class Member Ann Thorne Rupp has timely and validly opted  
2 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

3           8.       The Court finds that payment of Settlement Administration Costs in the amount of  
4 \$6,600 is appropriate for the services performed and costs incurred and to be incurred for the notice  
5 and settlement administration process. It is hereby ordered that the Settlement Administrator,  
6 Simpluris, Inc., shall issue payment to itself in the amount of \$6,600, in accordance with the  
7 Settlement Agreement.

8           9.       The Court finds that the Incentive Award sought is fair and reasonable for the work  
9 performed by Plaintiff Monica Zuno on behalf of the Class. It is hereby ordered that the Settlement  
10 Administrator issue payment in the amount of \$7,500 to Plaintiff Monica Zuno for her Incentive  
11 Award, according to the terms set forth in the Settlement Agreement.

12          10.      The Court finds that the allocation of \$10,000 toward penalties under the California  
13 Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate,  
14 and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as  
15 follows: the amount of \$7,500 to the California Labor and Workforce Development Agency, and  
16 the amount of \$2,500 to be included in the Net Settlement Amount for distribution to Settlement  
17 Class Members, according to the terms set forth in the Settlement Agreement.

18          11.      The Court finds that the request for an award of attorneys’ fees in the amount of  
19 \$105,000 to Class Counsel falls within the range of reasonableness, and the results achieved justify  
20 the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and  
21 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue  
22 payment in the amount of \$105,000 for attorneys’ fees, in accordance with the Settlement  
23 Agreement, as follows: \$78,750 to Lawyers *for* Justice, PC and \$26,250 to Girardi & Keese.

24          12.      The Court finds that reimbursement of litigation costs and expenses in the amount  
25 of \$35,071.58 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
26 Settlement Administrator issue payment in the amount of \$35,071.58 to Class Counsel for  
27 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement, as  
28 follows: \$18,691.73 to Lawyers *for* Justice, PC and \$16,379.85 to Girardi & Keese.

1           13.     The Court hereby enters Judgment by which Settlement Class Members shall be  
2 conclusively determined to have given a release of any and all Released Claims against the  
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4           14.     It is hereby ordered that Defendant shall transfer the Maximum Settlement Amount  
5 to the Settlement Administrator within ten (10) business days after the Effective Date, in  
6 accordance with the Settlement Agreement.

7           15.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
8 Settlement Payments to the Settlement Class Members within fifteen (15) business days after the  
9 Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

10          16.     It is ordered that funds associated with any and all Individual Settlement Payment  
11 checks issued to Settlement Class Members that are not cashed or deposited within one hundred  
12 eighty (180) calendar days of issuance shall be transmitted to the Legal Aid Foundation of Los  
13 Angeles, a non-profit organization, for the support of projects that will provide civil legal services  
14 to the indigent.

15          17.     After entry of this Final Approval Order and Judgment, pursuant to California Rules  
16 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
17 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
18 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
19 any dispute arising from or in connection with the distribution of settlement benefits.

20          18.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
21 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s  
22 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval  
23 Order and Judgment. Individualized notice is not required.

24  
25 Dated: \_\_\_\_\_

3/22/19

**WILLIAM F. HIGHBERGER, JUDGE**  
\_\_\_\_\_  
HONORABLE WILLIAM F. HIGHBERGER  
JUDGE OF THE SUPERIOR COURT