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Superior Court Of California
County Of Los Angeles

DEC 02 2013

Sherri R. Carter, Executive Officer/Clerk
By: Joyce Schmiesing, Deputy

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 02

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

FELIPE VILLASENOR, on behalf of himself)
and all others similarly situated,)

Plaintiffs,)

v.)

GREEN FARMS, INC., a California)
corporation doing business as WORLD WIDE)
PRODUCE; and DOES 1 through 100,)
Inclusive)

Defendants.)

CASE NO.: BC 471 044

[Assigned for all purposes to the Hon.
William F. Highberger - Dept. "307"]

~~ORDER~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARDS
AND JUDGMENT THEREON
DATE: December 2, 2013
TIME: 10:00 a.m.
DEPT.: 307

This matter having come before the Court on December 2, 2013 for final fairness hearing pursuant to the Order of this Court dated August 27, 2013, for the Court's preliminary approval of the class settlement upon the terms set forth in the Stipulation of Resolution ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice having been given to the Class Members as required in this Court's Order granting Preliminary Approval dated August 27, 2013, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1 1. All terms used herein shall have the same meaning as defined in the Settlement
2 Agreement.

4 2. This Court has jurisdiction over the subject matter of this litigation and over all
5 Parties to this litigation, including all Class Members.

7 3. Distribution of the Notice of Settlement directed to the Class Members as set forth
8 in the Settlement Agreement and the other matters set forth herein have been completed in
9 conformity with the Preliminary Approval Order, including individual notice to all Class Members
10 who could be identified through reasonable effort, and was the best notice practicable under the
11 circumstances. This Notice provided due and adequate notice of the proceedings and of the
12 matters set forth therein, including proposed class settlement set forth in the Settlement
13 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirement of
14 due process. Out of 538 Class Members, 338 Class Members (62.82%) participated in the
15 settlement under the terms of the settlement. No Class Members opted-out and no Class Member
16 objected to the settlement.

18 4. The Settlement was entered into in good faith pursuant to and within the meaning
19 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,
20 reasonable and adequate and that plaintiff has satisfied the standards and applicable requirements
21 for final approval of class action settlement under California law, including the provisions of
22 California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23, approved for
23 use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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1 5. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
3 the Parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the Parties have conducted extensive and costly investigation and research
6 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the Action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the Class is properly certified as a class for settlement purposes only.

11
12 6. For purposes of this Judgment, the following class will be certified as:

13
14 (a) Driver Class - All current and former non-exempt driver employees of
15 Defendant within the State of California, during the period of October 6,
16 2007 to March 3, 2013.

17 (b) Non-Driver Class - All current and former non-exempt non-driver
18 employees of Defendant within the State of California, during the period of
19 October 6, 2007 to March 3, 2013.

20
21 7. Class Members, except those that have submitted a valid and timely request to be
22 excluded from the Settlement, on their behalf release and discharge Defendant, including its
23 former and present parent companies, and each of their subsidiaries, divisions, concepts, related or
24 affiliated companies, shareholders, officers, directors, employees, partners, agents, representatives,
25 attorneys, insurers, successors, predecessors, and assigns, and any individual or entity that could be
26 jointly liable with any of the foregoing ("Released Parties") from the factual allegations pled or
27 that could have been pled in the Litigation based on the facts pled in the Second Amended
28 Complaint, or could have been pled as wage and hour violations under the California Labor Code

1 based on the facts pled in the Second Amended Complaint, including but not limited to: 1) unpaid
2 wages, including without limitation overtime wages and wages related to any rounding of time
3 worked; 2) missed or interrupted meal and rest periods; 3) violations of the obligation to provide
4 accurate wage statements; 4) violations of the obligation to provide timely payment of wages at the
5 time of termination and/or resignation; 5) failure to provide uniform maintenance allowance; 6)
6 violation of California Business & Professions Code section 17200 *et seq.*; and 7) civil penalties
7 under the Private Attorneys General Act ("PAGA"), except that Plaintiff and other putative Class
8 Members may maintain any claims under the Workers' Compensation Act.

9

10 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is
11 an admission by Defendant, nor is this Judgment a finding of the validity of any claims in the
12 action or of any wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, nor
13 any document referenced to herein, nor any action taken to carry out the Settlement Agreement,
14 may be construed as, or may be used as admission by or against Defendant of any fault,
15 wrongdoing or liability whatsoever. The entering into or carrying out the Settlement Agreement,
16 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
17 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
18 Defendant and shall not be offered into evidence in any action or proceeding in any court,
19 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
20 provisions of this Judgment, the Settlement Agreement, or any related agreement or release.
21 Notwithstanding these restrictions, Defendant may file in the action or in any other proceeding the
22 Judgment, Settlement Agreement, or any other paper and records on file in the action as evidence
23 of the Settlement to support a defense of res judicata, collateral estoppel, release or other theory of
24 claim or issue preclusion or similar defense as to the released claims.

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1 9. The Settlement Agreement provides for the "Settlement Amount" and/or "Common
2 Fund" in the sum of \$650,000 (six hundred and fifty thousand dollars). From the Settlement
3 Amount and/or Common Fund all Net Settlement Payments to Class Members, Court approved
4 attorneys' fees and costs, the claims administrative costs, the class representative enhancement
5 fees, and payment the LWDA as PAGA penalties shall be deducted. However, the Settlement
6 Agreement provides that 60% of the Net Settlement Amount will be guaranteed to the settlement
7 class. The remaining balance ^(of \$66,296.37) will be donated to Abused Children's Fund. The employer's share
8 of taxes will be paid by Defendant in addition to the Settlement Amount. The payment of the
9 settlement funds by Defendant and payment of individual settlement checks to Class Members will
10 be made as set forth in the Settlement Agreement.

11
12 10. The Court hereby awards Class Counsel attorneys' fees in the total amount of
13 \$216,666.62 (two hundred sixteen thousand six hundred sixty six dollars and sixty six cents),
14 which is 33.33% of the Settlement Amount and/or Common Fund. In addition, the Court awards
15 Class Counsel reimbursement of their costs, in the amount of \$8,727.38 to be deducted from the
16 Settlement Amount and/or Common Fund. Payment for attorneys' fees and costs will be
17 submitted by Defendant to the Claims Administrator and paid by the Claims Administrator as set
18 forth in the Settlement Agreement.

19
20 11. The Court hereby approves an Enhancement Fee to named plaintiff Felipe
21 Villasenor in the amount of \$7,500 (seven thousand five hundred dollars). Payment for the
22 enhancement fee will be submitted by Defendant to the Claims Administrator and distributed as
23 set forth in the Settlement Agreement.

24
25 12. The Court hereby approves the Claims Administrator's fees and cost in the amount
26 of \$15,000.00 (fifteen thousand dollars). Upon receipt of an invoice from Simpluris, Inc.,
27 Defendant shall pay the Claims Administrator, Simpluris, Inc., the cost of administration of the
28 settlement from the Settlement Amount and/or Common Fund.

20. Simpluris post notice of this Order & Judgment for 30 days on their website. CRL 3.77(K6).

1 13. The Court hereby approves payment of \$5,000.00 (five thousand dollars) as PAGA
2 penalties to be paid to the California Labor Workforce Development Agency. Payment for the
3 PAGA penalties will deducted from the Settlement Amount and/or Common Fund to be submitted
4 by Defendant to the Claims Administrator and disbursed as set forth in the Settlement Agreement.

6 14. The Court approves the named plaintiff, Felipe Villasenor as Class Representatives.

8 15. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
9 Nourmand Law Firm, APC as Class Counsel.

11 16. The Court approves Simpluris, Inc. as the Claims Administrator.

13 17. The Court finds that class settlement on the terms set forth in the Settlement
14 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
15 the released claims against Defendant.

17 18. Because the Court finds the class settlement on the terms set forth in the Settlement
18 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
19 the released claims against Defendant. Without affecting the finality of this Judgment in any way,
20 this Court hereby retains continuing jurisdiction over the interpretation, implementation and
21 enforcement of the settlement and all orders and judgments entered in connection therewith.

22 **IT IS SO ORDERED.**

Case set for Non-Appealable Case Review 6/5/14 at 9 am. re same

24 DATED: 12/2, 2013

W.F. Highberger
HONORABLE WILLIAM F. HIGHBERGER
JUDGE FOR THE LOS ANGELES COUNTY
SUPERIOR COURT

28 19. Plaintiff to serve & file declaration from Simpluris by June 2, 2014 re implementation of settlement