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Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

CARLOS SANCHEZ ROSALES, on behalf of
himself, and for all similarly situated persons,
and
the general public

Plaintiff,

vs.

VISTA VERDE FARMS INC., a California
Corporation; OAK TREE AG MGT., INC., a
California Corporation; REYCO AG, INC. a
California Corporation, and DOES 1 through 50,
inclusive;

Defendants.

CASE NO: 21C-0111

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

Date: August 16, 2022
Time: 10:30 a.m.
Dept.: 7
Judge: Hon. Melissa D'Morias

RECEIVED
7/14/2022 9:39 AM
Nocona Soboleski, Clerk of Court
Superior Court of the State of California
County of Kings

FILED

AUG 16 2022

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
DEPUTY
Yesenia Hughes

Electronically filed by Superior Court of California, County of Kings, 7/27/2022 10:27 AM, Sandra Tafolla

1 On August 16, 2022, the Court held a hearing on Plaintiff Carlos Sanchez Rosales's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement and Attorneys' Fees and Costs between Plaintiff and
3 Defendants OAK TREE AG MGT., INC. AND VISTA VERDE FARMS, INC. ("Defendants").

4 Due and adequate notice having been given to Class Members, and the Court having considered the
5 Joint Stipulation of Class Action Settlement and Release (the "Settlement" or "Settlement Agreement"),
6 all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had
7 herein, all oral and written comments received regarding the proposed settlement, and having reviewed the
8 record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement
9 and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Agreement, and as follows:

19 *all current and former California employees who worked for Defendants in California as*
20 *non-exempt employees during the Class Period.*

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a) and for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 290 Class Members exists and a well-defined
24 community of interests exists in the questions of law and fact involved because in the context of the
25 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff
26 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the
27

28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Amir Seyedfarshi in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest
2 of the Class Members.

3 6. The Court is satisfied that ILYM Group, Inc. ("ILYM Group"), which functioned as the
4 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports
5 with California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement
6 terms, their rights to do nothing and receive their settlement share, their rights to submit a request for
7 exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final
8 Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond
9 and to act were provided by each of these procedures.

10 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
11 of this notice process.

12 8. Not a single Class Member opted out of the Settlement.

13 9. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
14 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
15 all applicable requirements of the California Code of Civil Procedure, the California and United States
16 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
17 law, and in the best interests of each of the Parties and Class Members.

18 10. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
19 and declares the Settlement Agreement to be binding on all Participating Class Members.

20 11. The Court finds that the Settlement Agreement has been reached as a result of informed and
21 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive
22 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

23 12. The Court also finds that Settlement now will avoid additional and potentially substantial
24 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
25 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
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1 by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class
2 Members.

3 13. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
4 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
6 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
7 concession, or liability whatsoever by or against Defendant.
8

9 14. The Court appoints Plaintiff Carlos Sanchez Rosales as Class Representative and finds him
10 to be adequate.

11 15. The Court appoints Farrah Mirabel of Law Offices of Farrah Mirabel, PC and Amir H.
12 Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each of them to be
13 adequate, experienced, and well-versed in similar class action litigation.
14

15 16. The terms of the Agreement, including the gross settlement amount of **\$85,000.00**, and the
16 individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,
17 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The
18 Court approves the following allocations, which fall within the ranges stipulated by and through the
19 Settlement Agreement:

- 20 a. The **\$6,000.00** designated for payment to ILYM Group, the Settlement Administrator, is
21 fair and reasonable. The Court grants final approval of, and orders the Parties to make, the
22 payment to the Settlement Administrator in accordance with the Agreement.
23
- 24 b. The **\$28,333.33** requested by Plaintiff and Class Counsel for the Class Counsel's attorneys'
25 fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants
26 final approval of, awards, and orders the Class Counsel Fees Payment to be made in
27 accordance with the Agreement.
28
- c. The Court awards **\$5,000.00** in litigation costs, an amount which the Court finds to be

1 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
2 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
3 with the Agreement, and divided between counsel in proportion with their respective costs
4 expenditures.²

5 d. The \$5,000.00 requested by Plaintiff for his Class Representative Payment is fair and
6 reasonable. The Court grants final approval of, and orders the Class Representative Payment
7 to be made in accordance with the Agreement.

8 e. The Court grants final approval of the \$6,000.00 PAGA payment to the LWDA and orders
9 the payment to be made in accordance with the Agreement.

10 17. The Court orders the Parties to comply with and carry out all terms and provisions of the
11 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
12 case the provisions of this Order shall take precedence and supersede the Settlement.

13 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
14 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
15 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
16 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked the
17 Court to enter based on this Order a finding of the validity of any allegations against Defendant in the Court
18 proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the subsequent Court
19 Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for
20 settlement purposes.

21 19. All Participating Class Members shall be bound by the Settlement and this Order, including
22 the Release of Claims in favor of Defendant and the other Released Parties as set forth in the Agreement,
23 and are permanently barred and enjoined from prosecuting against Defendant and the other Released
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28 ² The Settlement Agreement contemplates litigation cost reimbursement in the amount of up to \$5,000.00 which was already preliminarily approved by this Court and noticed to the Class.

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Parties any and all of Class Members' Released Claims as defined in the Agreement.

20. Plaintiff is bound to the release of claims against Defendant and the other Released Parties as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant and the other Released Parties any and all of Plaintiff's Released Claims as defined in the Agreement.

21. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

22. The Court approves the one hundred eighty (180) day period for cashing of checks. Any funds associated with stale checks that have not been cashed within one hundred eighty days (180) days will be tendered to the State Controller's Office, Unclaimed Property Fund in the name of the individual who failed to cash his or her check.

23. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for purposes of implementing the terms of the settlement, such as requiring the filing of a final report on distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

24. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the status of distribution within sixty (60) days after all funds have been distributed.

IT IS SO ORDERED.

DATED: August 16, 2022

Melissa D'Morias
MELISSA D'MORIAS
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA