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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
7/10/2019
Darrel E. Parker, Executive Officer
BY Perez, Tanya Deputy Clerk

5 Attorneys for Plaintiffs ALBERTO ALFARO, JAVIER MAGANA,
6 and SANDRA CHAVEZ MARTINEZ (Successor in Interest to
7 FRANCISCO CEJA-REYES), individually and on behalf of the
8 State of California for all other aggrieved employees of
9 ADAM BROS. FARMING, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SANTA BARBARA – COOK DIVISION**

10 ALBERTO ALFARO, individually and on
11 behalf of the State of California for all
12 other aggrieved employees of ADAM
13 BROS. FARMING, INC.,

13 Plaintiff,

14 v.

15 ADAM BROS. FARMING, INC., a
16 California corporation; ADAM BROS.
17 PRODUCE SALES, INC., a California
18 corporation; and DOES 1-10, inclusive,

18 Defendants.

19 SANDRA CHAVEZ MARTINEZ,
20 successor in interest to FRANCISCO
21 CEJA-REYES,

21 Plaintiff,

22 v.

23 ADAM BROS. FARMING, INC., a
24 California corporation; ADAM BROS.
25 PRODUCE SALES, INC., a California
26 corporation; and DOES 1-10, inclusive,

26 Defendants.

27 JAVIER MAGANA, solely on behalf of
28 the State of California for all aggrieved
employees of ADAM BROS. FARMING,

Case No. 17CV05321

Related to Case Nos. 18CV05570 & 19CV00158

*Assigned for All Purposes to:
Hon. Timothy J. Staffel, Dept. SMI*

~~PROPOSED~~ **ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Trial Date: None

Complaint filed: November 27, 2017

1 INC.,
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3 Plaintiff,
4
5 v.
6 ADAM BROS. FARMING, INC., a
7 California corporation; and DOES 1-10,
8 inclusive,
9 Defendants.
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11 Plaintiffs ALBERTO ALFARO, JAVIER MAGANA, SANDRA CHAVEZ MARTINEZ
12 (Successor in Interest to FRANCISCO CEJA-REYES), individually and on behalf of the State of
13 California for all other aggrieved employees of ADAM BROS. FARMING, INC., filed their
14 Unopposed Motion for Final Approval of Class Action Settlement and Motion for Attorneys'
15 Fees and Costs.

16 Counsel for Plaintiffs and Defendants appeared by and through their counsel of the firms
17 of Lex Opus and Barsamian & Moody, respectively. The matter came on regularly for hearing on
18 July 10, 2019, at 8:30 a.m. in Department SM1 of the above referenced Court. Having considered
19 the papers filed by all parties, the Court grants the Motions, and hereby ORDERS, ADJUDGES
20 AND DECREES as follows:

21 1. The Court hereby GRANTS full and final approval of the terms and conditions
22 contained in the Settlement Agreement between Plaintiffs and Defendants. The Settlement
23 Agreement is hereby fully and finally approved and shall be carried out and effectuated according
24 to its terms and this Order.

25 2. This Order incorporates by reference the definitions in the Settlement Agreement
26 and all terms defined therein shall have the same meaning in this Order.

27 3. The Court finds that the Settlement Agreement and the terms and conditions set
28 forth therein are fair, reasonable, and adequate and in the best interests of the Settlement Class
(defined below). The Court further finds that the Class Members who have not opted out shall be

1 bound by this settlement, including the Release of Claims, and the Court concludes that this
2 settlement should be and is hereby finally approved.

3 4. For purposes of this settlement only, the Settlement Class is defined as: all current
4 and former employees employed by Defendants who were compensated by the hour in the State
5 of California during the Class Period. The Class Period is defined as the period from November
6 27, 2013 through the date of execution of the Settlement Agreement, which occurred on February
7 19, 2019.

8 5. The Court finds that notice was given to Class Members of the terms of the
9 settlement and properly advised the Class Members of the final approval hearing, and that no
10 valid objections to the settlement have been made. The Court further finds that the Notice Packet,
11 given by first-class mail, was the best notice under the circumstances and satisfies the
12 requirements of due process under California Code of Civil Procedure section 382 and applicable
13 law.

14 6. Upon the Effective Date, Plaintiffs and Class Members have settled and released
15 the Released Parties of the Released Claims (as the foregoing terms are defined in the Settlement
16 Agreement).

17 7. Plaintiffs, Class Members, and Defendants shall consummate the settlement in
18 accordance with the terms of the Stipulation of Settlement. Except as expressly provided in the
19 Settlement Agreement, the Released Parties shall not have any further liability arising from this
20 action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

21 8. The Court confirms the appointment of the Class Representatives and their
22 attorneys of record, Mohammed K. Ghods, Esq. and Jeremy A. Rhyne, Esq. of the Lex Opus
23 firm, to act on behalf of the Settlement Class in connection with the settlement.

24 9. The Court hereby finds that \$266,666.66 is the amount of reasonable attorneys'
25 fees and \$13,529.45 is the amount of reasonable costs that should be paid to Class Counsel for all
26 work done in and to be done until the completion of this litigation, and as reimbursement for
27 reasonable fees and costs incurred in prosecuting this action, and hereby orders the Claims
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1 Administrator ILYM Group, Inc. to distribute payment of the said amounts from the Maximum
2 Settlement Fund in accordance with the Settlement Agreement.

3 10. The Court further orders the Claims Administrator ILYM Group, Inc. to distribute
4 payment of the settlement awards to the Class Representatives and Settlement Class Members,
5 the Class Representative Enhancement awards, PAGA Enhancements, the Individual Claims, and
6 LWDA Payment, Claims Administration Costs of \$16,900, and payroll/employment taxes in
7 accordance with the Settlement Agreement.

8 11. The Court retains continuing jurisdiction as to all matters relating to the
9 administration and consummation of the settlement as provided in the Settlement Agreement and
10 all other matters covered in this Order and the final judgment to be entered in this matter.

11 12. Nothing in this Order shall preclude any action to enforce Defendants' obligations
12 under the Settlement Agreement, including the requirement that it make payments to the
13 Settlement Class in accordance with the terms of the Settlement Agreement.

14 13. Upon entry of this Order, final judgment shall be deemed entered herein and,
15 except as otherwise provided in the Settlement Agreement, Plaintiffs, the Settlement Class, and
16 Class Counsel shall bear their own attorneys' fees, costs, and expenses incurred by them in or
17 arising out of the lawsuit (as defined in the Settlement Agreement) and shall not seek
18 reimbursement thereof from the Released Parties.

19 14. In the event that the Settlement Agreement does not become effective in
20 accordance with the terms of the Settlement Agreement, this Order and Judgment shall be
21 rendered null and void to the extent provided by and in accordance with the Settlement
22 Agreement and shall be vacated.

23 15. The parties' Settlement Agreement shall not constitute admissions of liability or
24 fault by Defendants or the Released Parties, or a finding as to the validity of any claims in the
25 lawsuit or of any wrongdoing or violation of law by Releasees. The Settlement Agreement is not
26 a concession by the Parties and, to the extent permitted by law, neither this Order, Judgment, nor
27 any of their terms or provisions, nor any of the negotiations or proceedings connected with them,
28 shall be offered as evidence or received in evidence in any pending or future civil, criminal, or

1 administrative action or proceeding to establish any liability of, or admission by the Released
2 Parties. Notwithstanding the foregoing, nothing in this Order and Judgment shall be interpreted as
3 prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce the
4 Settlement Agreement or this Order and Judgment to defend against the assertion of claims in any
5 other proceeding, or as otherwise required by law.

6 Having granted final approval of the Settlement between the parties in the above-entitled
7 action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that
8 Judgment in this matter is entered in accordance with the Class Action Settlement.

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10 **IT IS SO ORDERED**

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12 DATED: 07/10/2019



JUDGE OF THE SUPERIOR COURT
TIMOTHY J. STAFFEL

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