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ACKERMANN & TILAJEF, P.C.
Craig J. Ackermann (SBN 229832)
cja@ackermanntilajef.com
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

EMPLOYMENT RIGHTS LAW GROUP, APC
Amir H. Seyedfarshi (SBN 301656)
amir@employmentrightslawgroup.com
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (424) 777-0964

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

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

FANG ZHANG and YING CAO, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

PANROSA ENTERPRISES, INC., a California
Corporation, and DOES 1 to 10, inclusive,


Defendant.

Case No. CVRI2100391
[PROPOSED]
**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

CONFIRMATION NO.:

Date: November 14, 2022
Time: 10:30 a.m.
Dept.: S303
Judge: Hon. ~~Raquel A. Marquez~~

Action filed: January 27, 2021
FAC filed: November 8, 2021

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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1 On November 14, 2022, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class
2 Action Settlement. In conformity with California Rules of Court, Rule 3.769, with due and adequate notice
3 having been given to Class Members, and the Court having considered the Joint Stipulation of Class
4 Action and PAGA Representative Action Settlement and Release ("Settlement Agreement") attached as
5 Exhibit 1 to the Declaration of Craig J. Ackermann in Support of Plaintiff's Unopposed Motion for
6 Preliminary Approval of Class Action Settlement filed on December 16, 2021, the Addendum to the Joint
7 Stipulation of Class Action and PAGA Representative Action Settlement and Release ("Addendum")
8 attached as Exhibit A to the Supplemental Declaration of Craig J. Ackermann in Support of Plaintiff's
9 Motion for Preliminary Approval of Class Action Settlement filed on February 1, 2021, all of the legal
10 authorities and documents submitted in support thereof, all papers filed and proceedings has herein, all
11 oral and written comments received regarding the proposed settlement, and having reviewed the record in
12 this litigation, and good cause appearing, the Court hereby **GRANTS FINAL APPROVAL OF THE**
13 **SETTLEMENT AND ORDERS AND MAKES THE FOLLOWING FINDINGS AND**
14 **DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

15 1. All terms used in this Order Granting Final Approval of Class Action Settlement and Final
16 Judgment (the "Final Judgment") shall have the same meanings given as those terms are used and/or
17 defined in the parties' Settlement Agreement and Addendum. A copy of the Agreement is attached as
18 **Exhibit 1** to the Declaration of Craig J. Ackermann in Support of the Motion for Preliminary Approval
19 of Class Settlement filed on December 16, 2021 and is made a part of this Final Judgment. A copy of the
20 Addendum is attached as **Exhibit A** to the Supplemental Declaration of Craig J. Ackermann in Support
21 of the Motion for Preliminary Approval of Class Settlement filed on February 1, 2022 and is made a part
22 of this Final Judgment.

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

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

27 *all individuals whose wages were reported on an IRS Form 1099, and who worked for*
28 *Defendant in California as production workers or packers from January 27, 2017,*
through February 25, 2022.

1 4. The Court deems this definition sufficient for the purpose of California Rule of Court
2 3.765(a), and solely for the purpose of effectuating the Settlement.

3 5. The Court finds that an ascertainable class of 93 class members exists and a well-defined
4 community of interest exists on the questions of law and fact involved because in the context of the
5 Settlement: (i) there are common issues of law and fact and those issues predominate over individual
6 issues; (ii) all related matters, predominate over any individual questions; (iii) the claims of the Plaintiffs
7 are typical of claims of the Class Members; and (iv) in negotiating, entering into and implementing the
8 Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected the interest
9 of the Class Members.

10 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
11 Administrator, completed the distribution of the Notice Packets to the Class in a manner that comports
12 with California Rule of Court 3.766. The Class Notice informed 95 individuals of the Settlement terms,
13 their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion,
14 their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval
15 Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to
16 act were provided by each of these procedures.

17 7. Not a single Class Member filed a written objection to the Settlement as part of this notice
18 process, and no Class Members filed a written statement of intention to appear at the Final Approval
19 Hearing.

20 8. Two (2) individuals have submitted timely requests for exclusion, and will not participate
21 in the Settlement or be subject to the Settlement or Release of Claims. Those individuals are identified as
22 follows: (1) Manyan Lin and (2) Chengcheng Chengcheng. They are not part of the Class, and will not
23 receive a settlement award, and do not waive the claims in the class release. However, they will participate
24 in the APGA portion of the settlement if applicable.

25 9. The Court requires that the envelope transmitting the settlement checks to the Class
26 Members shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

27 10. The Court hereby approves the terms set forth in the Settlement Agreement and Addendum
28 and finds that the Settlement Agreement and Addendum are, in all respects, fair, adequate, and reasonable,

1 consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the
2 California and United States Constitutions, including the Due Process clauses, the California Rules of
3 Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

4 11. The Court directs the Parties to effectuate the Settlement Agreement and Addendum
5 according to their terms and declares the Settlement Agreement and Addendum to be binding on all
6 Participating Class Members.

7 12. The Court finds that the Settlement Agreement and Addendum have been reached as a
8 result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
9 have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
10 their respective positions.

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

16 14. The Settlement Agreement and Addendum are not an admission by Defendant, nor is this
17 Final Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
18 this Final Judgment, the Settlement Agreement, the Addendum, nor any document referred to herein, nor
19 any action taken to carry out the Settlement Agreement and Addendum, may be construed as, or may be
20 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
21 Defendant.

22 15. The Court confirms Plaintiffs Fang Zhang and Ying Cao as Class Representatives and finds
23 them to be adequate.

24 16. The Court confirms Craig J. Ackerman and Avi Kreitenberg of Ackermann & Tilajef, P.C.
25 and Amir Seyedfarshi of Employment Rights Law Group, APC, as Class Counsel, and finds them to be
26 adequate, experienced, and well-versed in class action litigation.

27 17. The terms of the Agreement, including the Gross Settlement Amount of **\$725,000.00** and
28 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,

1 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Final
2 Judgment. The Court approves the following allocations, which fall within the ranges stipulated by and
3 through the Settlement Agreement:

4 a. The \$9,657.95 designated for payment to ILYM Group, Inc., the Settlement Administrator, is
5 fair and reasonable. The Court grants final approval of, and orders the Parties to make the
6 payment to the Settlement Administrator in accordance with the Settlement Agreement and
7 Addendum.

8 b. The \$241,666.66 amount requested by Plaintiffs and Class Counsel for the Class Counsel's
9 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court
10 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in
11 accordance with the Settlement Agreement and Addendum. \$88,208.33 shall be paid to
12 Ackermann & Tilajef, P.C., \$88,208.33 shall be paid to Employment Rights Law Group, APC.
13 and \$65,249.99 to the Law Offices of Scott Warmuth.

14 c. The Court awards \$11,328.22 in litigation costs, an amount which the Court finds to be
15 reflective of the reasonable costs incurred. The Court grants final approval of, and order the
16 Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the
17 Settlement Agreement and Addendum. \$6,941.48 shall be reimbursed to Ackermann & Tilajef,
18 P.C. and \$4,386.74 shall be reimbursed to Employment Rights Law Group, APC.

19 d. The ~~\$20,000.00~~ ^{cost under the \$20,000} requested by each Plaintiff for their Class Representative Payments ^{6 83999} is fair and
20 reasonable on the unique facts of this case, ~~(totaling \$40,000.00)~~ ^{totaling \$15,000}. The Court grants final
21 approval of, and orders the Class Representative Payments to be made in accordance with the
22 Settlement Agreement and Addendum. ¹⁵⁰⁰

23 e. The Court approves of the \$60,000.00 allocation assigned for claims under the Private Attorney
24 General Act (PAGA), and orders 75% thereof (i.e., \$45,000.00) to be paid to the California
25 Labor and Workforce Development Agency (LWDA) in accordance with the terms of the
26 Settlement Agreement and Addendum.

27 18. The Court orders the Parties to comply with and carry out all terms and provisions of the
28 Settlement, to the extent that the terms thereunder do not contradict this Final Judgment, in which case

1 the provisions of this Final Judgment shall take precedence and supersede the Settlement.

2 19. Nothing in the Settlement or this Final Judgment purports to extinguish or waive
3 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these
4 claims in this case if the Settlement fails to become Final or effective, or in any other case without
5 limitation.

6 20. All Participating Class Members (i.e., all Class Members except for those two individuals
7 identified in Paragraph 8 herein who requested to be excluded) shall be bound by the Settlement and this
8 Final Judgment, including the release of claims as set forth in the Agreement.

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

11 22. All checks mailed to the Class Members must be cashed within one hundred and eighty
12 (180) days after mailing. The Settlement Administrator shall mail a reminder postcard to any Class
13 Member whose settlement check has not been cashed within 60 days of mailing.

14 23. If (i) any of the Class Members are current employees of Defendant, (ii) the settlement
15 check mailed to those employees is returned to the Settlement Administrator as undeliverable, and (iii)
16 the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator
17 shall arrange with Defendant to have those distributions delivered to the employee at the place of
18 employment.

19 24. The Court approved the *cy pres* beneficiary, Riverside Legal Aid (4129 Main Street, Suite
20 101, Riverside, CA 92501), as the recipient of funds from any uncashed checks, and finds that the *cy pres*
21 beneficiary meets the requirements of CCP § 384.

22 25. Within ten (10) days after the Court has held a Final and Fairness Approval Hearing and
23 entered a final order certifying the Class for settlement purposes only and approving the Class Settlement,
24 the Settlement Administrator will give notice of entry of judgment to Settlement Class Members pursuant
25 to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment on its
26 website.

27 26. The Court retains continuing jurisdiction over the Action and the Settlement, including
28 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the

1 Settlement Agreement, Addendum, and Second Addendum, (b) addressing settlement administration
2 matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or
3 applicable law.

4 27. Plaintiffs shall file with the Court a report regarding the status of distribution within one
5 hundred and twenty (120) days after all funds have been distributed.

6 28. This Final Judgment is intended to be a final disposition of the above-captioned action in
7 its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all
8 claims released by the Settlement Agreement, Addendum, and Second Addendum, against Defendant and
9 the Released Parties.

10 29. The Court hereby sets a hearing date of July 7, 2023 at 8:30
11 am for a hearing on the final accounting and distribution of the settlement funds.

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13 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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16 DATED: 11/14/22

17 

HON. RAQUEL A. MARQUEZ
JUDGE OF THE CALIFORNIA SUPERIOR COURT,
COUNTY OF RIVERSIDE

18
19 **HAROLD W. HOPP**