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Attorneys for Plaintiff ALICIA DE HARO,  
on behalf of herself and others similarly situated

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

ALICIA DE HARO, on behalf of herself and  
others similarly situated,

Plaintiff,  
vs.

HARVEST FARMS, INC.; VFORCE, INC.;  
VENSURE HR, INC.; and DOES 1 to 100,  
inclusive,

Defendants.

Case No.: 20STCV12396

**CLASS ACTION**

*[Assigned for all purposes to the Hon.  
Lawrence P. Riff, Dept. 7]*

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

Hearing Information:

Date: November 20, 2023  
Time: 11:00 a.m.  
Dept: SSC7

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

1 Plaintiff Alicia De Haro (“Plaintiff”) Motion for Final Approval of Class Action Settlement  
2 and Motion for Award of Attorneys’ Fees and Costs with Defendants Harvest Farms, Inc., VForce,  
3 Inc., and Vensure HR, Inc. ("Defendants") came before this Court on November 20, 2023 at 11:00  
4 a.m. in Department SSC7 of Los Angeles County Superior Court located at 312 N. Spring St., Los  
5 Angeles, California 90012. Having received and considered the Joint Stipulation re Settlement of  
6 Class Action (“Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of  
7 Class Action Settlement, the supporting papers filed by the Parties, the declaration of Nathalie  
8 Hernandez on behalf of ILYM Group, Inc., and the evidence and argument received by the Court in  
9 conjunction with the Motion for Preliminary Approval of Class Action Settlement and Documents  
10 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES  
11 THE FOLLOWING DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
13 including all members of the settlement class.

14 2. The Court finds that the Class (defined below) is properly certified as a class for  
15 settlement purposes only:

16 all current and former California non-exempt employees of Defendants  
17 who worked as a non-exempt employee at any time during the period  
18 from March 27, 2016 through March 1, 2022.

19 3. The Court appoints Plaintiff Alicia De Haro as Class Representative for settlement  
20 purposes only.

21 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., Antonia McKee,  
22 Esq., and Eve Howe, Esq. of Lavi & Ebrahimian as Class Counsel for settlement purposes only.

23 5. The notice provided to the Class Members conforms with the requirements of  
24 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
25 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
26 law, and constitutes the best notice practicable under the circumstances, by providing individual  
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1 notice to all class members who could be identified through reasonable effort, and by providing due  
2 and adequate notice of the proceedings and of the matters set forth therein to the other class members.  
3 The notice fully satisfied the requirements of due process.

4 6. The Court finds the Settlement was entered into in good faith, that the Settlement is  
5 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable  
6 requirements for final approval of this class action Settlement under California law, including the  
7 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
8 3.769.

9 7. The Settlement Agreement is not an admission by Defendants or by the Released  
10 Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by  
11 Defendants or the Released Parties. Neither this Order, the Settlement, nor any document referred to  
12 herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an  
13 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against  
14 Defendants or the Released Parties.

15 8. No Class Member has objected to the terms of the Settlement.

16 9. No Class Member has requested exclusion from the Settlement.

17 10. Defendant shall wire to the Settlement Administrator the entire Class Settlement  
18 Amount (\$475,000) within fifteen (15) calendar days of the Effective Date. Within fourteen (14)  
19 calendar days after the Class Settlement Amount is paid in full, the Settlement Administrator shall  
20 disburse: (1) the Net Settlement Amount to be paid to Settlement Class Members; (2) the Attorneys'  
21 Fees and Litigation Expenses, as approved by the Court, to Class Counsel; (3) the Enhancement  
22 Payment, as approved by the Court, to the Class Representative; (4) the Administration Costs, as  
23 approved by the Court, to the Settlement Administrator; and (5) the PAGA Settlement Amount, as  
24 approved by the Court, to the LWDA and Aggrieved Employees.

25 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in  
26 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the  
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1 payment from the Class Settlement Amount of an Enhancement Payment to Plaintiff in the amount  
2 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

3 12. The Court approves the payment from the Class Settlement Amount of attorneys' fees  
4 to Class Counsel in the sum of One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three  
5 Dollars and Thirty-Three Cents (\$158,333.33), and the reimbursement of litigation expenses in the  
6 sum of Eighteen Thousand Five Hundred Sixty Eight Dollars and Thirty Nine Cents (\$18,568.39).  
7 Both are reasonable amounts. The reasonableness of the fee award is determined based on a  
8 reasonable percentage of the common fund obtained for the class. The court also has considered the  
9 lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and  
10 reflects the actual benefit obtained for the class.

11 13. The Court approves and orders payment from the Class Settlement Amount in the  
12 amount of Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) to ILYM Group,  
13 Inc. for performance of settlement administration services.

14 14. The Court approves and orders payment from the Class Settlement Amount in the  
15 amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) attributed to the resolution of and  
16 in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,  
17 *et seq.*, "PAGA") claims ("PAGA Settlement Amount"). The amount of Fifteen Thousand Dollars  
18 and Zero Cents (\$15,000.00) is to be paid to the California Labor and Workforce Development  
19 Agency ("LWDA"). The amount of Five Thousand Dollars and Zero Cents (\$5,000.00) shall be  
20 distributed to Aggrieved Employees on a pro rata basis.

21 15. Settlement checks issued to participating Settlement Class Members remaining  
22 uncashed after one hundred and eighty (180) days from the date of issuance of the check will be  
23 canceled. If any checks remain uncashed or not deposited by the expiration of the one hundred eighty  
24 (180) day period during which settlement checks are negotiable, the Settlement Administrator shall  
25 tender the check to the California State Unclaimed Property Division in the Office of the State  
26 Controller.

16. As of the date of the Effective Date and full funding of the Class Settlement Amount, all Class Members who have not requested exclusion (which as defined includes Plaintiff) shall fully and finally release Released Parties of the Class Released Claims. The Class Released Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Operative Complaint, as amended, arising from or related to the facts and claims alleged/asserted in the Operative Complaint, as amended, or that were and/or could have been alleged/asserted in the Action based on the facts and claims alleged in the Operative Complaint, as amended, during the Class Period. The Class Released Claims include any and all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; premiums or wages for missed/short/late/interrupted meal periods, rest periods, and recovery periods; the calculation of meal, rest and/or recovery period premium pay at the regular rate of pay (regular rate of compensation); failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to timely pay wages; failure to timely pay final wages; payment for all hours worked, including off-the-clock work, donning and doffing time, reporting time pay, on call pay, failure to provide accurate itemized wage statements; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory penalties, including wage statement penalties, minimum wage penalties; attorneys' fees and costs; and unfair business practices related to the Class Released Claims. The Class Released Claims also include but are not limited to all such claims arising under: California Labor Code sections 201-203, 218, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 1198.5; all claims relating to the Class Released Claims under the California Business and Professions Code section 17200, *et seq.*; the Release shall also include all claims relating to the Class Released Claims

1 under the applicable Wage Orders of the California Industrial Welfare Commission, to include but  
2 not be limited to, failure to provide accurate itemized wage statements, for civil and statutory  
3 penalties, including wage statement penalties. The Class Released Claims shall include those under  
4 the Fair Labor and Standards Act (“FLSA”), including those related to recordkeeping obligations, 29  
5 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, *et seq.*; and all state and federal law equivalents  
6 arising from or related to the facts and claims alleged in the Operative Complaint, as amended, and/or  
7 that could have been alleged in the Operative Complaint, as amended; California Civil Code sections  
8 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the California common law of  
9 contract. This release excludes the release of claims not permitted by law.

10 17. Class Members who timely cash or otherwise negotiate their Settlement Payment  
11 Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class  
12 Members, the Class Released Claims include any and all claims the Class Members may have under  
13 the FLSA asserted in the Action, arising from or related to the facts and claims alleged in the Action,  
14 or that could have been alleged in the Action based on the facts and claims alleged in the Complaint  
15 during the Class Period. Only those Class Members who timely cash or otherwise negotiate their  
16 Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA  
17 and thereby release and waive any of their claims under the FLSA arising under or relating to the  
18 alleged claims.

19 18. The following language will be printed on the reverse of each Settlement Payment  
20 Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that  
21 I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I  
22 consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Action], elect to participate  
23 in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by  
24 the Settlement.”

25 19. Upon entry of Judgment, Class Members are precluded from filing a wage and hour  
26 action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of  
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1 action encompassed by the Class Released Claims which are extinguished and precluded pursuant to  
2 the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

3         20. As of the date of the Effective Date and full funding of the Class Settlement Amount,  
4 all Aggrieved Employees shall fully and finally release Released Parties of the PAGA Released  
5 Claims. The PAGA Released Claims include any and all claims for civil penalties, rights, demands,  
6 liabilities and causes of action of any nature or description alleged/asserted in the Action, arising from  
7 or related to the facts and claims alleged/asserted in the Action, or that could have been  
8 alleged/asserted in the Action based on the facts and claims alleged in the Action during the PAGA  
9 Period and the facts and claims asserted in, arising from or related to, or could have been alleged in  
10 the PAGA letter dated March 27, 2020 which was sent to the LWDA on behalf of Alicia De Haro and  
11 other alleged aggrieved employees and which is identified on the LWDA's website as LWDA-CM-  
12 781109-20. The PAGA Released Claims include, but are not limited to, any and all claims for civil  
13 penalties for the following violations of the California Labor Code: for failure to pay the minimum  
14 wage rate of pay for all hours worked, failure to pay the applicable overtime rate of pay for all  
15 overtime hours worked, failure to provide meal periods, failure to authorize or permit rest periods,  
16 failure to maintain temperature providing reasonable comfort, failure to provide suitable seating,  
17 failure to provide accurate wage statements, failure to maintain accurate records, and failure to timely  
18 pay final wages. The PAGA Released Claims include but are not limited to all claims for civil  
19 penalties for violation of following California Labor Code sections: 201-203, 218, 218.6, 226, 226.3,  
20 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1198.5, 2698 et seq., 2699 et seq., and  
21 2699.3. This release excludes the release of claims not permitted by law.

22         21. This Court shall retain jurisdiction with respect to all matters related to the  
23 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
24 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
25 settlement and the determination of all controversies relating thereto.

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22. The settlement administrator shall file a final report by February 14, 2025 indicating the disbursements were made pursuant to the settlement.

23. A non-appearance case review regarding distribution of the settlement funds is set for February 21, 2025 at 9:00 a.m. ~~a.m./p.m.~~ in Department SSC7 of the above-captioned Court.

**IT IS SO ORDERED.**

Dated: 11/20/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge

Hon. Lawrence P. Riff  
Judge of the Superior Court