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Attorneys for Plaintiff

F Superior Court of California **F**
 County of Butte
I
L JUL 13 2022 **L**
E Sharif Elmallah, Clerk **E**
D By: [Signature] Deputy **D**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE

ALLEN MORGAN, individually, and on
 behalf of other members of the general public
 similarly situated;

Plaintiff,

v.

WEHAH FARM, INC. d/b/a LUNDBERG
 FAMILY FARMS, a California corporation;
 and DOES 1 through 100, inclusive;

Defendants.

Case No.: 20CV02554

Assigned for All Purposes to:
 Honorable Stephen E. Benson
 Department 6

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
 APPROVAL AND JUDGMENT**

Hearing Date: July 13, 2022
 Hearing Time: 9:00 a.m.
 Hearing Place: Department 6

Complaint Filed: December 30, 2020
 Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Allen Morgan's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and
3 Class Representative Enhancement Payment, and after considering the papers submitted in
4 support of the motion, including the Joint Stipulation and Settlement Agreement ("Settlement
5 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant Wehah Farm, Inc. d/b/a Lundberg Family Farms ("Defendant")
7 entered the Settlement Agreement on or about December 16, 2021, to settle this class action
8 lawsuit.

9 The Court entered an Order dated February 22, 2022, preliminarily approving the
10 settlement of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code
11 of Civil Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to
12 Class Members, and providing Class Members with an opportunity to object to the Settlement or
13 exclude themselves from the Class.

14 The Court held a Fairness Hearing on July 13, 2022, to determine whether to give final
15 approval to the Settlement of this class action lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
18 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
19 Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated and all Class
21 Members have been given the opportunity to request exclusion from the Class, the Court has
22 personal jurisdiction with respect to the claims of all Class Members. The Court also has subject
23 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
24 grant final certification of the Class, and dismiss the class action lawsuit.

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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies, a Class consisting of all non-exempt California
4 employees of Defendant during the period from July 5, 2016, to December 31, 2021, who did not
5 previously sign individual separation agreements (“Class,” “Class Members,” and “Class
6 Period”). There are eight hundred thirty-six (836) Class Members who did not submit valid and
7 timely requests to exclude themselves from the Settlement (“Participating Class Members”)¹.

8 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
9 Gharajeh, and Talia Lux of Justice Law Corporation have fully and adequately represented the
10 Class for purposes of entering and implementing the Settlement and have satisfied the
11 requirements of Code of Civil Procedure section 382.

12 5. Notice Packet. The Court finds the Notice of Class Action Settlement (“Class
13 Notice”) and the Election Not to Participate In (“Opt Out” From) Class Action Settlement
14 (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class
15 Members have been implemented pursuant to the Settlement and this Court’s Preliminary
16 Approval Order and they:

- 17 a. constitute notice reasonably calculated to apprise Class Members of: (i)
18 the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement
19 and their rights; (iii) their right to object to any aspect of the Settlement (including final
20 certification of the Class, the fairness, reasonableness and adequacy of the Settlement, the
21 adequacy of the Class’s representation by Plaintiff and Class Counsel, and/or the award of the
22 Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment); (iv) their
23 right to exclude themselves from the Settlement; (v) their right to claim an Individual
24 Settlement Share; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the
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26 ¹ Phoenix mailed Notice Packets to eight hundred forty-two (842) Class Members and
27 received six (6) requests for exclusion. Thus, there are eight hundred thirty-six (836)
28 Participating Class Members.

1 binding effect of the orders and judgment in the class action lawsuit, whether favorable or
2 unfavorable, on all Participating Class Members;

3 b. constitute notice that fully satisfied the requirements of Code of Civil
4 Procedure section 382, California Rule of Court 3.769, and due process;

5 c. constitute the best practicable notice to Class Members under the
6 circumstances of the class action lawsuit; and

7 d. constitute notice reasonable, adequate, and sufficient to all Class
8 Members.

9 6. Final Settlement Approval. The terms and provisions of the Agreement have
10 been entered in good faith and are the product of arm's-length negotiations by experienced
11 counsel who have done a meaningful investigation of the claims. The Agreement and all its
12 terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best
13 interests of the Parties. The Parties are hereby directed to implement the Agreement according to
14 its terms and provisions.

15 7. Binding Effect. The terms and provisions of the Settlement and this Order and
16 Judgment are binding on Plaintiff, the Participating Class Members, and the Eligible Aggrieved
17 Employees, as well as their spouses, heirs, registered domestic partners, executors,
18 administrators, successors, and assigns, and those terms shall have res judicata and other
19 preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or
20 on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve
21 matters that were or could have been raised in the class action lawsuit and are encompassed by
22 the release of the Participating Class Members' Released Claims. The Settlement will have no
23 binding effect upon, and provide no res judicata preclusion to, those Class Members who have
24 submitted timely requests for exclusion.

25 8. Released Claims. Upon Defendant's fulfillment of its payment obligations under
26 section III (J)(9)(a) of the Agreement, Plaintiff and the other Participating Class Members will
27 fully and finally release and discharge the Released Parties from the Released Claims.
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1 a. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment
2 obligations under section III (J)(9)(a) of the Agreement, the California Labor and
3 Workforce Development Agency ("LWDA"), and any other representative,
4 proxy, or agent thereof, including, but not limited to, any and all Eligible
5 Aggrieved Employees are barred from pursuing any action for civil penalties
6 under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor
7 Code section 2698, *et seq.*, against the Released Parties, based on or arising out of
8 the alleged violations of Labor Code sections alleged in Plaintiff's PAGA notice
9 to the LWDA and the complaint, and occurring during the PAGA Timeframe.

10 b. Plaintiff's Release of Claims and General Release. Upon Defendant's fulfillment
11 of its payment obligations under section III (J)(9)(a) of the Agreement, in
12 exchange for the Class Representative Enhancement Payment \$10,000, and in
13 recognition of his work and efforts in obtaining the benefits for the Class and
14 undertaking the risk of paying litigation costs if this matter had not successfully
15 resolved, Plaintiff provides a general release of claims for himself and any
16 respective spouse, heirs, successors and assigns. Plaintiff stipulates and agrees, as
17 of the Effective Final Settlement Date, Plaintiff shall be deemed to have expressly
18 waived and relinquished, to the fullest extent permitted by law, the provisions,
19 rights, and benefits of section 1542 of the Civil Code, or any other similar
20 provision under federal or state law.

21 c. Released Parties. The Released Parties include Defendant and its present and
22 former officers, directors, employees, shareholders, agents, trustees,
23 representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries,
24 divisions, affiliates, predecessors, successors, and assigns.

25 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
26 any action to enforce the terms and provisions of the Settlement Agreement.

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1 10. Class Representative Enhancement Payment. The Court finds the Class
2 Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of the
3 Gross Settlement Amount, to be reasonable and appropriate. Class Representative Enhancement
4 Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

5 a. The rationale for making enhancement payments is class representatives should
6 be compensated for the expense and risk they have incurred in conferring a
7 benefit on other Class Members. Such payments are appropriate if they are
8 necessary to induce individuals to participate in the suit. Criteria courts may
9 consider include: (1) the risk to the class representatives in commencing suit, both
10 financial and otherwise; (2) the notoriety and personal difficulties encountered by
11 the class representatives; (3) the amount of time and effort spent by the class
12 representatives; (4) the duration of the litigation; and (5) personal benefit (or lack
13 thereof) enjoyed by class representatives.

14 b. The Court has reviewed Plaintiff's declaration outlining his involvement in the
15 lawsuit. Given the risks inherent in their services as the Class Representative, the
16 duration of the case and time involved, and the benefits created for the Class, the
17 Court approves the payment of the Class Representative Enhancement Payment of
18 \$10,000 to Plaintiff.

19 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award
20 of \$760,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to
21 be reasonable and appropriate. The Court further finds the Cost Award as reimbursement for
22 actual litigation costs incurred of \$20,916.59, to be paid by Defendant to Class Counsel out of
23 the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
24 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
25 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
26 incurred by Class Counsel or any other counsel representing Plaintiff, Class Members, or
27 Eligible Aggrieved Employees, or incurred by Plaintiff, Class Members, or Eligible Aggrieved
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1 Employees in connection with or related in any manner to the class action and PAGA lawsuit,
2 the Settlement, the administration of the Settlement, and/or the Participating Class Members'
3 Released Claims.

4 a. The Court has an independent right and responsibility to review the requested
5 Attorney Fee Award and only award so much as it determines reasonable. (See
6 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
7 127-28.) The Attorney Fee Award requested by Class Counsel of \$760,000 is
8 thirty-eight percent (38%) of the common fund created for the benefit of the Class
9 and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
10 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved,
11 financial risk taken, novel and difficult nature of this litigation, skill required,
12 percentage fees award in other cases, and contingent fees charged in the
13 marketplace, the Court finds the requested Attorney Fee Award is consistent with
14 the marketplace, is reasonable, and is approved.

15 b. The Court has reviewed the declaration of Douglas Han regarding the costs
16 expended in the prosecution of this litigation. Under the terms of the Settlement,
17 Plaintiff may seek reimbursement of up to \$25,000 in litigation costs. The Court
18 finds Plaintiff has expended \$20,916.59 in litigation costs and that such costs
19 were reasonable. Thus, the Court approves the payment of the Cost Award of
20 \$20,916.59 from the common fund for the reimbursement of Class Counsel's
21 litigation costs.

22 12. Administration Costs. The Court finds Administration Costs of \$10,000, to be
23 paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
24 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
25 provisions set forth in the Settlement Agreement.

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1 a. The Court has reviewed the declaration of Jarrod Salinas from Phoenix Class
2 Action Administration Solutions ("Phoenix"), the Court-approved Settlement
3 Administrator. The Court finds notice was provided to the Class pursuant to the
4 Preliminary Approval Order, the notice constitutes the best practicable notice to
5 the Class, and the notice satisfied due process. Phoenix has discharged its duties
6 to provide notice to the Class. Thus, the Court approves the payment of the
7 Administration Costs of \$10,000 for Phoenix's services in administering the
8 Settlement.

9 13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five
10 percent (75%) of which (\$37,500) will be distributed to the LWDA out of the Gross Settlement
11 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to Eligible
12 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
13 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14 14. Funding of the Settlement. Within fourteen (14) calendar days of the Effective
15 Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of \$2,000,000 into
16 the Qualified Settlement Fund. Defendant shall provide any tax information the Settlement
17 Administrator may need to calculate each Participating Class Member's Individual Settlement
18 Share. Within fourteen (14) calendar days after the funding of the settlement, the Settlement
19 Administrator shall calculate and pay all payments due under the Settlement Agreement.

20 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
21 Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contends the
22 Settlement was the product of arm's-length negotiations following extensive litigation,
23 discovery, and exchange of documentation relating to Plaintiff's claims. The negotiations were
24 facilitated with the aid of mediator David A. Rotman, who is an experienced and well-respected
25 class action mediator.

26 a. The fairness of the Settlement is further demonstrated by there being no
27 objections to and only six (6) requests for exclusion from the Settlement.
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1 b. In terms of the benefits to the Class, under the allocation of the Settlement, the
2 *average* Individual Settlement Share being approximately \$1,382.84, and the
3 *highest* Individual Settlement Share being about \$4,101.24.

4 16. Uncashed Checks. Participating Class Members must cash or deposit their
5 Individual Settlement Share checks within one hundred eighty (180) calendar days after the
6 checks are mailed. Uncashed settlement checks will be paid to the California State Controller:
7 Unpaid Wage Fund.

8 17. Modification of Settlement Agreement. The Participating Class Members are
9 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
10 modifications of the Settlement Agreement by a written instrument signed by counsel for all
11 Parties or their successors-in-interest. Such amendments or modifications shall be consistent with
12 this Order and Judgment and cannot limit the rights of Participating Class Members under the
13 Settlement Agreement.

14 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
15 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
16 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
17 and for any other necessary purpose, including, without limitation:

- 18 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
19 claims, or causes of action in the class action that, in whole or in part, are related
20 to or arise out of the Settlement or this Order and Judgment;
- 21 b. entering such additional orders as may be necessary or appropriate to protect or
22 effectuate this Order and Judgment approving the Settlement, and permanently
23 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
24 fair and orderly administration of the Settlement; and
- 25 c. entering any other necessary or appropriate orders to protect and effectuate this
26 Court's retention of continuing jurisdiction.

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1 For the reasons set forth above, the Motion for Final Approval of Class Action
2 Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment
3 is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
4 Agreement forthwith.

5 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
6 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
7 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
8 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
9 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
10 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
11 THE JUDGMENT THEREON.

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13 IT IS SO ORDERED.

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15 DATED: 7/13/22



HONORABLE STEPHEN E. BENSON
SUPERIOR COURT JUDGE

STEPHEN E. BENSON

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On July 15, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Morgan v. Wehah Farm, Inc. d/b/a Lundberg Family Farms**
LWDA/Court Case No.: **LWDA Case No.: CM-792900-20**
Court Case No.: 20CV02554
Butte County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 15, 2022, at Pasadena, California.



Mariah Anderson