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

JESUS A. RIOS, an individual, on behalf of
himself and others similarly situated,

PLAINTIFF,

v.

ALL STAR SEED; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. ECU08770

[Case Assigned for All Purposes to Hon. Jeffrey
B. Jones in Dept. 7]

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

Date: January 5, 2021

Time: 8:30 a.m.

Dept.: 7

Complaint Filed: June 18, 2015

FAC Filed: July 28, 2015

SAC Filed: October 25, 2016

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff JESUS A. RIOS
3 (“Class Representative” or “Plaintiff”) against Defendant ALL STAR SEED (“Defendant”). The
4 Motion for Final Approval of Class Action Settlement came before this Court, on January 5, 2021.

5 **WHEREAS**, Judge Jeffrey B. Jones granted preliminary approval of the Joint Stipulation
6 of Class Action Settlement and Release (“Settlement Agreement” or “Settlement”), attached to the
7 concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “A”, on May 21, 2020.

8 **WHEREAS**, Plaintiff JESUS A. RIOS has applied to the Court for an order granting final
9 approval of the Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
11 proposed Settlement Agreement and for entry of an Order of Final Approval and entry of final
12 judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of
13 Class Action Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of
14 Kelsey M. Szamet, Jesus A. Rios; and Stephen L. Donaldson of JND Legal Administration; and
15 the supporting documents annexed thereto, now finds:

16 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

17 1. The Court has personal jurisdiction over all Class Members and the Court has
18 subject matter jurisdiction to approve the Settlement Agreement;

19 2. The terms of the Settlement Agreement are fair, just, reasonable, and adequate,
20 consistent and in compliance with California Code of Civil Procedure, the California and United
21 States Constitutions (including the due process clauses), the California Rules of Court and any
22 other applicable law, and in the best interest of each of the Parties and the Class Members and is
23 hereby finally approved in all respects;

24 3. The Parties are hereby directed to perform the terms of the Settlement as described
25 in the Settlement Agreement according to its terms and provisions;

26 4. The Settlement Agreement is binding on Plaintiff and all other Class Members,
27 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors
28 and administrators, successors and assigns.

1 5. There is one (1) valid request for exclusion;

2 6. There are zero (0) objectors to the Settlement Agreement;

3 7. The Court finds that an ascertainable class exists and a well-defined community of
4 interest exists in the questions of law and fact involved because in the context of the Settlement
5 Agreement: (i) there are questions of law and fact common to the Class Members which, as to the
6 Settlement Agreement and all related matters, predominate over any individual questions; (ii) the
7 Claims of Plaintiff are typical of the Claims of the Class Members; and (iii) in negotiating, entering
8 into and implementing the Settlement Agreement, Plaintiff and Plaintiff's Attorneys have fairly
9 and adequately represented and protected the interest of the Class Members.

10 8. The Court finds that the Notice of Class Action Settlement and notice methodology
11 implemented pursuant to this Settlement Agreement (i) constituted the best practicable notice; (ii)
12 constituted notice that was reasonably calculated, under the circumstances, to apprise Class
13 Members of the pendency of the Action, their right to object to or exclude themselves from the
14 proposed Settlement Agreement and their right to appear at the Final Settlement Hearing; (iii) were
15 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
16 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
17 California and United States Constitution (including the Due Process Clause), the California Rules
18 of Court and any other applicable law.

19 9. The settlement Class is hereby made final. The Class Members are comprised of
20 members of the Meal Period Subclass and Meal Auto-Deduct Subclass that were certified by this
21 Court on May 17, 2018 defined as follows:

22 **Meal Period Subclass:** All individuals who have been employed, or are currently
23 employed, by Defendant All Star Seed as "hourly employees" or similar titles, from July
24 28, 2011 to November 26, 2018, who worked a shift of five (5) hours or longer and were
not provided with a duty-free meal period of at least thirty (30) minutes.

25 **Meal Auto-Deduct Subclass:** All individuals who have been employed, or are currently
26 employed, by Defendant All Star Seed as "hourly employees" or similar titles, from July
27 28, 2011 to November 26, 2018, who clocked in and out for a meal period that was less
28 than thirty (30) minutes in length but who had thirty (30) minutes or more of time deducted
from their time.

1 The Class Members in these certified subclasses are consolidated and defined as:

2 “all individuals who have been employed, or are currently
3 employed, by Defendant All Star Seed as ‘hourly employees’ or
4 similar titles, from July 28, 2011 to June 30, 2018 who were mailed
5 class notice and did not opt out.”

6 10. The “Class Period” is July 28, 2011 through June 30, 2018.

7 11. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
8 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
9 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
10 carry out the Settlement, shall be construed or deemed an admission of liability, culpability,
11 negligence, or wrongdoing on the part of Defendant.

12 12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
13 each Class Member shall fully release and discharge the Released Parties pursuant to the following
14 release and expressly waive and relinquish any and all claims, rights or benefits that they may have
15 under California Civil Code § 1542, which provides:

16 “all causes of action that were alleged in the Complaint as well as
17 any other claims that could have been brought based on the specific
18 facts alleged in the Complaint, which include: (i) failure to pay
19 wages and overtime (Labor Code sections 510, 1194, 1199); (ii)
20 failure to provide meal periods (Labor Code sections 226.7 and
21 512); (iii) failure to provide accurate itemized wage statements
22 (Labor Code section 226(a)); (iv) failure to pay wages on
23 termination (Labor Code section 203); (v) unfair business practices
24 in violation of Business & Professions Code § 17200 *et seq.* which
25 arise from the specific factual allegations of the Complaint; and (vi)
26 violations of the Private Attorney General’s Act (“PAGA”), Labor
27 Code § 2698 *et seq.* which arise from the specific factual allegations
28 of the Complaint, and any other claim arising from the facts alleged
in the Complaint related to wages, hours, benefits, working
conditions, compensation, whether arising from the laws of the
United States, California or any other state, any local government,
or any foreign nation, except those claims excluded by this
paragraph. The Released Claims only cover claims arising or
accruing prior to or during the Class Period. As of the Effective
Date, each Plaintiff and each Settlement Class Member shall be
deemed to have fully, finally, and forever released, relinquished, and
discharged all Released Claims. This waiver and release of claims
shall be binding on Plaintiff and all Settlement Class Members,
including each of their respective attorneys, agents, spouses,
executors, representatives, guardians ad litem, heirs, successors, and
assigns, and shall inure to the benefit of each Released Party. The
Released Claims do not include: (1) claims for Workers’
Compensation, (2) claims for unemployment or disability payments,

(3) claims for discrimination, retaliation or harassment under Title VII or California's Fair Employment and Housing Act, or (4) tort claims unrelated to wages, employment, hours, benefits, working conditions, or compensation, or (5) any claims that cannot be released as a matter of law.”

13. Plaintiff and all Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

14. The Settlement Agreement provides that the Maximum Settlement Amount is one million dollars and zero cents (\$1,000,000.00). The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

15. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

17. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Settlement Agreement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Maximum Settlement Amount, \$350,000.00 shall be paid for attorney fees and \$88,066.69 shall be paid for litigation costs.

18. The unopposed application of Class Counsel for an enhancement payment to Plaintiff is hereby granted. Of the Maximum Settlement Amount, a \$12,000.00 Incentive Award shall be allocated to Class Representative JESUS A. RIOS.

1 19. The unopposed application of Class Counsel for claims administration fees to JND
2 Legal Administration is hereby granted. Of the Maximum Settlement Amount, \$25,000.00 shall
3 be paid for settlement administration fees.

4 20. Defendant shall have no further liability for costs, expenses, interest, attorneys'
5 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
6 Agreement.

7 21. The Court approves the PAGA Payment in the amount of \$10,000.00. The Court
8 approves 75% of the PAGA Payment being allocated to the Labor and Workforce Development
9 Agency ("LWDA") in the amount of \$7,500.00. The Court further directs that the remaining 25%
10 of the PAGA Payment, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount
11 for distribution to the Class Members.

12 22. If a Class Member does not claim their portion of the Net Settlement Amount, the
13 unclaimed funds will revert to Defendant, however, Defendant shall pay at least 60% of the Net
14 Settlement Amount. If less than 60% of the Net Settlement Amount is claimed by the Class
15 Members, Defendant will pay 60% of the Net Settlement Amount and the Net Settlement Amount
16 will be distributed to the Class Members on a pro rata basis.

17 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
18 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
19 Agreement.

20 24. The Court hereby grants and authorizes the Parties, without further approval from
21 the Court, to agree to and to adopt such amendments, modifications and expansions of this
22 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
23 do not limit the rights of Class Members under the Stipulation.

24 25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
25 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
26 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
27 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
28 over the Action, the Parties, and the Class, as well as the administration and enforcement of the

1 Settlement. Any disputes or controversies arising with respect to the interpretation,
2 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
3 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
4 exercise their rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

5 26. This Final Order shall constitute a final judgment.

6 27. The Court hereby dismisses the action (including all individual claims and Released
7 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
8 the Settlement Agreement.

9
10 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On November 19, 2020, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Scott C. Lacunza
JACKSON LEWIS, PC
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Scott.lacunza@jacksonlewis.com

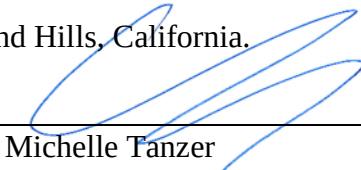
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/271>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 19, 2020, at Woodland Hills, California.



Michelle Tanzer