

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

04/18/2023

STEPHANIE CAMERON, CLERK
Nay Saelee, Deputy

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

BONIFACIO LIRA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOIL BASICS CORPORATION; and

DOES 1 through 20, inclusive,

Defendants.

Case No. VCU288831

Assigned for all purposes to:

Hon. Bret Hillman

Dept. 7

BDH

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

Date: April 18, 2023

Time: 8:30 a.m.

Dept.: 7

1 This matter came on for hearing on April 18, 2023 in Department 7 of the above-captioned
2 Court on the unopposed Motion for Final Approval of Class Action Settlement pursuant to
3 California Rule of Court 3.769, this Court's Order Granting Preliminary Approval filed October
4 18, 2022 and the Joint Stipulation of Settlement ("Settlement Agreement"), a copy of which was
5 filed as Exhibit 1 attached to the Declaration of Kristy R. Connolly In Support of Plaintiff's Motion
6 for Final Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the unopposed
9 Motion for Preliminary Approval of Class Action Settlement filed on August 24, 2022, and the
10 instant Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by each
18 of these procedures. No member of the Class filed written objection to the proposed Settlement as
19 part of this notice process or stated an intention to appear at the final approval hearing.

20 2. The Court finds and determines that this notice procedure afforded adequate
21 protections to Settlement Class Members and provides the basis for the Court to make an informed
22 decision regarding approval of the Settlement based on the responses of the Settlement Class. The
23 Court finds and determines that the notice provided in this case was the best notice practicable,
24 which satisfied the requirements of law and due process.

25 3. With respect to the Class and for purposes of approving this Settlement only, this
26 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
27 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
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1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative Bonifacio Lira are typical
3 of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
4 protected the interests of the members of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual
7 and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all current and former non-exempt employees who are or were employed
10 by Defendant in California at any time from September 26, 2016 through May 17, 2022, and the
11 Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

12 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

13 6. The Court hereby confirms Plaintiff Bonifacio Lira as the Class Representative in
14 this Action.

15 7. The Court finds and determines that the terms set forth in the Settlement Agreement
16 are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to
17 its terms, having found that the Settlement was reached as a result of informed and non-collusive
18 arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
19 conducted extensive investigation, research, and discovery and that their attorneys were able to
20 reasonably evaluate their respective positions. The Court also finds that the Settlement will enable
21 the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks
22 if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
23 provided as part of the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable and adequate to the Class and to each Participating Class Member and that the
26 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
27 be and hereby are ordered to be consummated.
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1 9. The Court hereby approves the Gross Settlement Amount of \$494,693.29.

2 10. The Court finds and determines that the Individual Settlement Payments to be paid
3 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
4 Court hereby gives final approval to and orders the payment of those amounts be made to the
5 Participating Class Members in accordance with the Settlement Agreement.

6 11. The Court finds and determines that payment to the California Labor and Workforce
7 Development Agency of \$15,000.00 as its share of the settlement of civil penalties in this case is
8 fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the
9 payment of that amount be paid in accordance with the Settlement Agreement.

10 12. The Court finds and determines that the fees and expenses in administering the
11 Settlement incurred by Phoenix Settlement Administrators in the amount of \$5,750, are fair and
12 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
13 in accordance with the Settlement.

14 13. The Court finds and determines the Class Representative Enhancement Award of
15 up to \$5,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
16 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
17 Settlement Agreement.

18 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
20 \$164,897.76 and litigation costs of \$13,318.79. The Court finds such amounts to be fair and
21 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
22 accordance with the terms of the Settlement Agreement.

23 15. Without affecting the finality of this order or the entry of judgment in any way, the
24 Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this order and the Settlement.
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1 16. Neither Defendant nor any related persons or entities shall have any further liability
2 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
3 provided for by the Settlement Agreement.

4 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
5 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any
6 claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
7 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
8 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
9 construed as an admission or concession by or against Defendant or any related person or entity.

10 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
11 under the Settlement or under this order, including the requirement that Defendants make payment
12 to the Participating Class Members in accordance with the Settlement.

13 19. Upon completion of administration of the Settlement, the Settlement
14 Administrator will provide written certification of such completion to the Court and counsel for
15 the Parties which shall be filed with the Court five (5) court days before the non-appearance
16 compliance hearing February 23, 2023 at 8:00 a.m. in Dept. 7.

17 20. The Court hereby enters final judgment in accordance with the terms of the
18 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
19 on October 18, 2022 and this Order.

20 21. The Parties will bear their own costs and attorneys' fees except as otherwise
21 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
22 costs.

23 22. Final Compliance Hearing: Octobers 17, 2023 8:30 AM Dept. 7

24 DATED: April 17th , 2023



Honorable Bret D. Hillman
JUDGE OF THE SUPERIOR COURT