

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 07 2022

BY 
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Attorneys for Plaintiff Claudia Gomez Barrios

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

CLAUDIA GOMEZ BARRIOS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

C.B. NICHOLS EGG RANCH, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CIVSB2112296

[Hon. David Cohn, Dept. S-26]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with the Declaration of Kane Moon,
and the Declaration of Claudia Gomez
Barrios]*

FINAL APPROVAL HEARING

Date: September 7, 2022

Time: 10:00 a.m.

Dept. S-26

1 On May 13, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Claudia Gomez Barrios now seeks an order and judgment granting
3 final approval of the Class Action Settlement (collectively the "Settlement"), attached to the
4 Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class Action
5 Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as defined
7 below, and the Court having considered Plaintiff's Notice of Motion and Motion for Final
8 Approval of Class Action Settlement ("Motion"), the supporting declarations and exhibits
9 thereto, all papers filed and proceedings had herein, and the absence of any written objections
10 received regarding the proposed settlement, and having reviewed the record in the Action, and
11 good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant C.B. Nichols Egg Ranch ("Defendant").

17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the settlement subject to the limitations on the requested fees
19 and enhancements as set forth below.

20 4. Plaintiff and all Settlement Class Members, shall have, by operation of this Final
21 Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 Defendants from all Released Claims as stated in the Settlement and reproduced here:

23 5. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 6. Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: All non-exempt employees of Defendant who worked for Defendant in California
27 at any time from April 16, 2016 through April 22, 2020.

1 7. No Class Members have objected to the terms of the Settlement and no Class
2 Members have requested exclusion from the Settlement.

3 8. Class Members make the following release:

- 4 a. **Identity of Released Parties.** Released Parties includes Defendant and its past,
5 present and/or future, direct and/or indirect, officers, directors, members, managers,
6 employees, agents, representatives, attorneys, including but not limited to O'Hagan
7 Meyer, insurers, partners, investors, shareholders, administrators, parent
8 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and
9 joint venturers.
- 10 b. **Date Release Becomes Effective.** The Released Claims will be released upon the
11 later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
12 obligation to provide to the Settlement Administrator a sum in the amount required
13 to satisfy all required payments and distributions pursuant to this Settlement and the
14 Order and Judgment of final approval. Class Members will not release the Released
15 Claims until both the Effective Date of the Settlement has occurred, and Defendant
16 has paid all amounts owing under the Settlement. Released PAGA Claims will be
17 released upon the Settlement's Effective Date.
- 18 c. **Claims Released by Settlement Class Members.** As of the date of the Judgment,
19 and after Defendant has paid all funds due under the terms of this Settlement, each
20 Participating Class Member, and without the need to manually sign a release
21 document, shall release the Released Parties from all causes of action and claims
22 that were alleged in the Action or reasonably could have been alleged based on the
23 facts and legal theories contained in the Action, including all of the following claims
24 for relief: (i) unpaid regular rate and minimum wages (Lab. Code §§ 1194, 1197,
25 1197.1); (ii) unpaid overtime (Lab. Code §§ 510, 1198); (iii) non-compliant meal
26 periods and/or associated premiums (Lab. Code §§ 226.7, 512(a)); (iv) non-
27 compliant rest periods and/or associated premiums (Lab. Code § 226.7); (v) wage
28 statement violations (Lab. Code § 226(a)); (vi) payroll records violations (Cal. Lab.

Code §§ 1174, 1174.5): (vii) failure to timely pay wages upon termination of employment and associated waiting time penalties (Cal. Lab. Code §§ 201-203); (viii) failure to pay wages during employment (Cal. Lab. Code § 204); (ix) violations of California Business & Professions Code, §§ 17200, et seq. that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders(collectively, the "Released Claims").

d. **Claims Released by the Class, Including PAGA Employees.** As of the date of the Judgment, each PAGA Group Member, and without the need to manually sign a release document, shall release the Released Parties and the State of California for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and/or the LWDA Exhaustion Letter, including all of the following claims for relief: (i) unpaid regular rate and minimum wages (Lab. Code §§ 1194, 1197, 1197.1); (ii) unpaid overtime (Lab. Code §§ 510, 1198); (iii) non-compliant meal periods and/or associated premiums (Lab. Code §§ 226.7, 512(a)); (iv) non-compliant rest periods and/or associated premiums (Lab. Code § 226.7); (v) wage statement violations (Lab. Code § 226(a)); (vi) payroll records violations (Cal. Lab. Code §§ 1174, 1174.5); (vii) failure to timely pay wages upon termination of employment and associated waiting time penalties (Cal. Lab. Code §§ 201-203); (viii) failure to pay wages during employment (Cal. Lab. Code § 204); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and

attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders. (collectively, the "PAGA Released Claims").

9. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

10. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the methodology used to calculate and pay each Settlement Class Member's Allocation Amount are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement Shares to the Settlement Class Members in accordance with the terms of the Settlement.

11. Defendant shall pay the total of \$875,000.00 to resolve this litigation. Within 10 days of the Effective Date, the Settlement Administrator shall provide Defendant with an itemized statement for the total amount to be deposited into the Settlement Account, and within 10 days notice thereof, Defendant shall deposit all funds due under the Settlement with the Administrator. Thereafter, Settlement Allocation Amounts shall be distributed to Settlement Class Members and shall be effected pursuant to the terms of the Settlement.

12. From the Gross Fund Value, \$60,000.00 shall be paid to the California Labor and Workforce Development Agency, representing 75% of the penalties awarded under the terms of the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

13. The Court hereby approves an incentive payment in the amount of \$10,000.00 to Claudia Gomez Barrios for her service as class representative and for his agreement to release claims.

14. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian of Moon & Yang, APC as Class Counsel.

\$1,291,666.67

15. From the Gross Settlement Fund, Class Counsel is awarded ~~\$306,250.00~~ for their reasonable attorneys' fees and \$17,027.50 for their reasonable litigation costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

16. The Court approves Settlement Administration Costs in the amount of \$10,000.00. Such costs shall be paid from the Gross Settlement Fund to Phoenix Class Action Settlement Administrators.

17. The Parties are ordered to have notice of this Order and Judgment sent to all Class Members in accordance with CRC 3.771 (b) along with settlement payments issued via first class mail to all participating Class Members at their last known addresses.

18. This Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

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

20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted, and the Court directs that Judgment shall be entered in accordance with the terms of this Order.

21. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on 9/7, 2023 at 9:00 in Department S-26. Class Counsel is ordered to file a final report and declaration regarding distribution no later than 5 days before hearing

IT IS SO ORDERED.

DATE:



Hon. David S. Cohn
Judge of the San Bernardino County Superior
Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **August 17, 2022**, I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR**
6 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

7 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
addressed as follows:

8 Matthew C. Sgnilek, Esq.
9 Andrea Rosenkranz, Esq.
10 **O'HAGAN MEYER**
4695 MacArthur Court, Suite 210
Newport Beach, CA 92660
msgnilek@ohaganmeyer.com
11 arosenkranz@ohaganmeyer.com

12 *Attorney for Defendant C.B. Nichols Egg Ranch*

13 ☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California.
14 The envelope was mailed with postage thereon fully prepaid. I am "readily familiar"
15 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
16 with postage thereon fully prepaid at Los Angeles, California in the ordinary course
of business. I am aware that on motion of the party served, service is presumed
17 invalid if postal cancellation date or postage meter date is more than one day after
date of deposit for mailing in affidavit.

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

19 Executed this **August 17, 2022** at Los Angeles, California.

20 Janelle Jickain
21 Type or Print Name

22 
23 Signature
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27
28