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Attorneys for Plaintiff and the Putative Class

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

RAMIRO GUEVARA, on behalf of himself and
all others similarly situated,

Plaintiff,
v.

BUNGE OILS, INC., a Delaware Corporation;
and DOES 1-50, inclusive.

Defendants.

Electronically Filed
11/29/2022
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Yukari Williams, Deputy

CASE NO.: CV-21-004207

Assigned to the Hon. John R. Mayne

CLASS ACTION

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: November 17, 2022
Time: 8:30 a.m.
Dept.: 21

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action Settlement Agreement and Release of Claims (the “Settlement
3 Agreement” and/or the “Settlement”) came on for hearing on November 17, 2022, in Department
4 21 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Bunge
5 Oils, Inc. (“Defendant”).

6 Having considered the Final Approval Motion, the Settlement Agreement, any
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered into by all parties in good faith, and the Settlement Agreement is
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court
11 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
12 oral and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

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

15 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representative, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Class Members and fully met the requirements of
22 California law and due process under the California and United States Constitutions. Based on
23 evidence and other materials submitted, the actual notice to the Settlement Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
26 of the Settlement Class Members included: (1) failure pay minimum and overtime wages, (2)
27 failure to provide meal breaks and/or pay missed meal period premiums, (3) failure to provide
28 rest breaks and/or pay missed rest period premiums, (4) failure to furnish accurate itemized wage

1 statements, (5) failure to timely pay all wages earned and unpaid at separation of employment,
2 (6) unfair competition, and (7) PAGA penalties based on the foregoing Labor Code violations
3 pled in the operative Complaint or that could have been pled.

4 5. The one individual who timely and validly opted-out of this Settlement and who
5 will not be bound by this Judgment is Gladys Portnoy.

6 6. All Class Members who did not opt-out of the Settlement (“Settlement Class
7 Members”) are entitled to payment pursuant to the Settlement and this Judgment.

8 7. The Court approves the Settlement, as set forth in the Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties
10 and the State of California. The Settling Parties are directed to perform in accordance with the
11 terms set forth in the Settlement Agreement.

12 8. The Settling Parties are to bear their own costs, except as otherwise provided in
13 the Settlement Agreement.

14 9. For purposes of effectuating this Order and Judgment (including the Released
15 Class Claims of Settlement Class Members), this Court has certified the following class: “All
16 current and former individuals who are or previously were employed by Defendant in California
17 who were classified as non-exempt employees under California law at any time from February
18 10, 2017 to July 1, 2022.” The Court deems this definition sufficient for purposes of California
19 Rules of Court, rule 3.765(a). Class Members who opted-out are excluded from the terms and
20 obligations of this Order and Judgment, except as to the release of the Released PAGA Claims.
21 Class Members who opted-out are still bound by the settlement and release of the Released PAGA
22 Claims. Class Members who opted-out shall not be a Class Member of this settlement, shall not
23 receive any of the benefits of this settlement, and shall not be subject to any of the waivers and
24 releases under this settlement, except as to the release of the Released PAGA Claims.

25 10. With respect to the Settlement Class Members and for purposes of approving this
26 Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
27 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
28 there are questions of law or fact common to the Settlement Class Members, and there is a well-

1 defined community of interest among the Settlement Class Members with respect to the subject
2 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
3 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
4 interests of the Settlement Class Members; (e) a class action is superior to other available methods
5 for an efficient adjudication of this controversy; and (f) the counsels of record for the Class
6 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
7 individual and representative capacity and for the Settlement Class Members.

8 11. By this Judgment, each of the Settlement Class Members shall be deemed to have,
9 and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
10 discharged all Released Class Claims, as defined in the Settlement Agreement.

11 12. By this Judgment, the Class Representative shall release, relinquish, and
12 discharge, and by operation of the Judgment shall have, fully, finally, and forever released,
13 relinquished, and discharged all of the Released Class Claims, Class Representative's Claims,
14 and other released claims as fully set forth in the Settlement Agreement.

15 13. By this Judgment, Plaintiff, the State of California, and each Aggrieved
16 Employees shall release, relinquish, and discharge, and by operation of the Judgment shall have,
17 fully, finally, and forever released, relinquished, and discharged all Released PAGA Claims as
18 set forth in the Settlement Agreement

19 14. The Settlement Agreement and this Judgment are binding on, and have res judicata
20 and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass
21 the Released Class Claims and Class Representative's Claims that are maintained by or on behalf
22 of the named Plaintiff and/or her spouse, heirs, assigns, successors, beneficiaries, devisees,
23 legatees, executors, administrators, trustees, conservators, guardians, personal representatives,
24 and assigns, (ii) that encompass the Released Claims and that are maintained by or on behalf of
25 any Class Member and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees,
26 legatees, executors, administrators, trustees, conservators, guardians, personal representatives,
27 and assigns, regardless of whether the Class Member previously initiated or subsequently initiates
28 individual litigation or other proceedings encompassed by the Released Claims, and even if such

1 Class Member never received actual notice of the Action or this proposed Settlement, and (iii)
2 that encompass the Released PAGA Claims and that are maintained by or on behalf of the State
3 of California, any person acting on its behalf or as its representative, and/or any Aggrieved
4 Employee and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees, legatees,
5 executors, administrators, trustees, conservators, guardians, personal representatives, and assigns,
6 regardless of whether the Aggrieved Employee previously initiated or subsequently initiates
7 individual litigation or other proceedings encompassed by the Released PAGA Claims, and even
8 if such Aggrieved Employee never received actual notice of the Action or this proposed
9 Settlement.

10 15. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
11 any act performed or document executed pursuant to or in furtherance of the Settlement
12 Agreement or the Settlement: (i) is or may be deemed to be or may be used by the Class
13 Representative or Settlement Class Members as an admission of, or evidence of, the validity of
14 any of the Settlement Class Members' Released Class Claims, or of any wrongdoing or liability
15 of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be
16 used by the Class Representative or Settlement Class Members as an admission of, or evidence
17 of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal,
18 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
19 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
20 this Action in any other action that may be brought against it or them in order to support a defense
21 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
22 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
23 similar defense or counterclaim.

24 16. The "Settlement Amount" to be paid under the Settlement Agreement is \$500,000.
25 From this amount, Class Counsel collectively sought an award of Attorneys' Fees of \$166,666.67,
26 and Costs in the amount of \$8,024.10, a Class Representative Service Payment for the Class
27 Representative Ramiro Guevara of \$10,000, \$3,995 to the Settlement Administrator, Simpluris,
28 and \$7,500 to the LWDA for PAGA Penalties. The Court finds that the Settlement Amount is

1 fair, reasonable and adequate, and awards the payments set forth above from the Settlement
2 Amount. After deducting the foregoing payments from the Settlement Amount, the remainder
3 shall form the Net Settlement Amount payable to the Participating Class Members as set forth in
4 the Settlement Agreement and as calculated by the Settlement Administrator.

5 17. The Settlement Administrator is directed to calculate the Settlement Class
6 Member's Individual Settlement Amounts from the Net Settlement Amount and issue all
7 payments in accordance with the Settlement Agreement, and in the time frames set forth in the
8 Settlement Agreement.

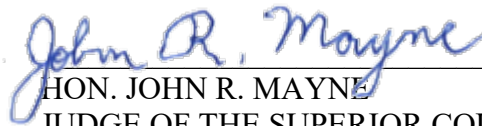
9 18. Settlement Class Members shall have 180 days to negotiate the Settlement check
10 from the date of issuance by the Settlement Administrator. In the event that a Settlement Class
11 Member does not negotiate his/her check within this time period, the uncashed check along with
12 any interest that has accrued thereon, shall be submitted to the State Controller's Office
13 Unclaimed Property Fund in the name of the Class Member.

14 19 This document shall constitute a Judgment for purposes of California Rule of
15 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
16 Class Representative, the Settlement Class Members, and Defendant for the purposes of
17 supervising the implementation, enforcement, construction, administration, and interpretation of
18 the Settlement Agreement and this Judgment.

19 20. The Court sets a case status review for June 21, 2023, at 8:30 a.m. in dept. 21 to
20 determine the status of disbursements to participating class members.

21
22 **IT IS SO ORDERED.**

23 Dated: 11/28/2022

24 
HON. JOHN R. MAYNE
JUDGE OF THE 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
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
5 Stars, Suite 450, Los Angeles, California 90067.

6 On November 17, 2022, I served the following document(s) described as **AMENDED**
7 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
8 **SETTLEMENT; AND ENTRY OF FINAL JUDGMENT THEREON** on the interested parties
9 in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

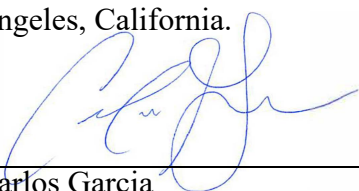
10 Christopher W. Decker, Esq.
11 Christopher.decker@ogletree.com
12 OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071

Counsel for defendant Bunge Oils, Inc.

13 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
14 electronic service provider First Legal to the person(s) identified above at the email address(es)
15 indicated and did not, within a reasonable time after transmission, receive any message or
16 communication indicating that delivery failed or that any other error had occurred which would
delay or caused failure in transmission and delivery of the document and/or any attachments
thereto.

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

19 Executed on November 17, 2022, at Los Angeles, California.

20 
21 Carlos Garcia