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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF RIVERSIDE**

16 ANDERSON STACY, on behalf of himself
17 and all others similarly situated,

18 Plaintiff,

19 v.

20 HICKMAN'S EGG RANCH, INC., an
21 Arizona Corporation; and DOES 1-50,
22 inclusive.

23 Defendants.

CASE NO.: CVRI2103899

[Assigned to Hon. Harold W. Hopp, Dept. 10]

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

Hearing:

Date: November 9, 2022

Time: 8:30 a.m.

Dept.: 10

Complaint Filed: August 27, 2021

FAC Filed: March 10, 2022

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 21 2022

E. Escobedo

AT

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1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action Settlement Agreement ("Settlement Agreement") came for a hearing
3 on November 9, 2022, in Department 10 of the above-entitled court. The Final Approval
4 Motion was unopposed by Defendant Hickman's Egg Ranch, Inc. ("Defendant").

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

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

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

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

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

23 4. The Court finds that the instant Action presented a good faith dispute of the
24 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
25 behalf of the Class Members, which Defendant disputed, included (1) failure to pay minimum
26 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to
27 provide rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to
28 timely pay final wages upon separation of employment, (7) unfair and unlawful competition

1 pursuant to Business and Professions Code §17200 *et seq.*, and (8) related claims under PAGA.

2 5. No Class Member objected to the Settlement and only one Class Member
3 requested exclusion from the Settlement, all Participating Class Members are entitled to
4 payment pursuant to the Settlement and this Judgment.

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

9 7. The Settling Parties are to bear their own costs, except as otherwise provided in
10 the Settlement Agreement.

11 8. For purposes of effectuating this Order and Judgment, this Court has certified the
12 following class: "All current and former non-exempt employees employed by Defendant
13 Hickman's Egg Ranch in California at any time during the period of August 25, 2017 through
14 June 11, 2022." The Court deems this definition sufficient for purposes of California Rules of
15 Court, rule 3.765(a).

16 10. With respect to the Settlement Class and for purposes of approving this
17 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
18 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
19 fact common to the Class Members, and there is a well-defined community of interest among
20 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
21 Representative are typical of the claims of the Class Members; (d) the Class Representative has
22 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
23 to other available methods for an efficient adjudication of this controversy; and (f) the counsel
24 of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
25 the Plaintiff in his individual and representative capacity and for the Settlement Class.

26 11. By this Judgment, the Class Representative shall release, relinquish, and
27 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation
28 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all

1 Released Claims, as defined in the Settlement Agreement.

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

16 13. The Total Maximum Settlement Amount (the "Settlement Amount") to be paid
17 under the Settlement Agreement is \$325,000. From this amount, Class Counsel sought an
18 award of attorney's fees of \$108,333.33, combined litigation expenses of \$9,344.75, a Service
19 Award for Class Representative Anderson Stacy of \$5,000, \$5,000 to the Settlement
20 Administrator, ILYM Group, Inc., and \$7,500 to the LWDA for PAGA penalties.

21 Defendant does not oppose these requests. In addition, and concurrently with paying the
22 Settlement Amount, Defendant shall separately pay the employers' share of their payroll tax
23 obligations, which shall be reported through the Settlement Administrator. The Court finds that
24 the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth
25 below from the Settlement Amount:

- 26 A) \$108,333.33 to Class Counsel for attorneys' fees in light of the benefit
27 obtained on behalf of the Class, which shall be split equally between
28 Falakassa Law, P.C. and Bokhour Law Group, P.C.;

- 1 B) \$9,344.75 to Class Counsel for costs/expenses;
2 C) \$5,000 to Class Representative Anderson Stacy as a Service Award;
3 D) \$5,000 to the Settlement Administrator, ILYM Group, Inc.;
4 E) \$7,500 to the LWDA; and
5 F) After deducting the foregoing payments from the Settlement Amount,
6 the remainder shall form the Net Settlement Amount payable to the
7 Participating Class Members as set forth in the Settlement Agreement
8 and as calculated by the Settlement Administrator.

9 14. The Settlement Administrator is directed to calculate the Participating Class
10 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
11 payments within in accordance with the Settlement Agreement and the timeline set forth below:

12 Date this Order is entered	The Effective Date occurs.
13 Within 30 days of the Effective Date	Defendant shall issue the payment to the 14 Settlement Administrator.
15 Within 10 days after receipt of Payment	Settlement Administrator to issue all 16 Individual Settlement Payments to the 17 Participating Class Members, payment to 18 Class Counsel for the Attorneys' Fees and 19 Costs Award, the Service Payment to the 20 Class Representative, and the payment to the 21 LWDA for PAGA penalties
22 180 days after payment is issued	Deadline for Class Members to cash checks.
23 August 15, 2023	Counsel to file a declaration from the 24 Settlement Administrator setting forth the 25 disbursements that were actually made, 26 including any uncashed checks and status of 27 process of forwarding unclaimed funds to 28 the State Controller.
September 1, 2023	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

15. Concurrently with mailing the settlement checks to the Class Members, the
Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members

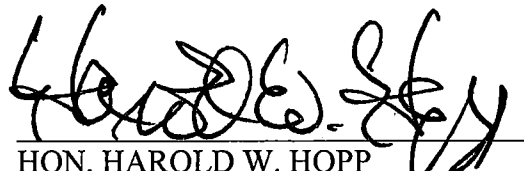
1 either on a postcard or as a detachable portion of the check for the Participating Class Members,
2 noting the following: "Please be advised that on [insert date], 2022, the Superior Court of
3 California for the County of Riverside entered Judgment in the case entitled *Anderson Stacy v.*
4 *Hickman's Egg Ranch, Inc.*, Case No. CIVRI2103899, on behalf of all current and former non-
5 exempt employees employed by Defendant in California at any time during the period of
6 August 25, 2017 through June 11, 2022."

7 16. The Class Members shall have 180 days to negotiate the settlement check from
8 the date of issuance by the Settlement Administrator. In the event that a Class Member does not
9 negotiate his/her check within this time period, the check will be canceled. The value of the
10 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
11 a settlement check shall be issued to the State Controller's Office for the State of California in
12 the name of the Class Member.

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

18 IT IS SO ORDERED.

19 Dated: 11/17/22

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21 HON. HAROLD W. HOPP
22 JUDGE OF THE SUPERIOR COURT
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