

1 **WINSTON LAW GROUP, P.C.**

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9 and the aggrieved employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF STANISLAUS**

12 MARIA GARCIA, an individual, on behalf of
13 herself and others similarly situated,

14 Plaintiff,

15 v.

16 GROWER DIRECT NUT COMPANY, INC.,
17 a California Corporation, and DOES 1 thru 50,
18 inclusive,

19 Defendants.

Electronically Filed
5/23/2023

Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

Case No.: CV-21-005425

[Assigned for All Purposes to the Hon. John D.
Freeland, Dept. 23]

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND ENTRY OF
JUDGMENT**

Date: May 19, 2023
Time: 8:30 am
Dept.: 23

Complaint Filed: September 30, 2021
Trial Date: None Set

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) and the
2 Motion for Attorneys’ Fees and Costs were concurrently heard on May 19, 2023, in Department
3 23, of the above titled court. The Final Approval Motion and Motion for Attorneys’ Fees and
4 Costs were unopposed by Defendant Grower Direct Nut Company, Inc. Having considered the
5 Final Approval Motion, the Settlement, the Motion for Attorneys’ Fees and Costs, 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 having reviewed the
11 record in this Litigation, and good cause appearing, IT IS HEREBY ORDERED, ADJUSTED,
12 AND DECREED AS FOLLOWS:

13 1. All terms used in this Order Granting Final Approval of Class Action Settlement
14 and Attorneys’ Fees and Costs (the “Order”) shall have the same meanings given as those terms
15 are used and/or defined in the Parties’ Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter.

17 3. The Court is satisfied that ILYM Group, which functioned as the Settlement
18 Administrator, completed the distribution of the Notices of Settlement to the Class Members in a
19 manner that comports with the requirements of California Code of Civil Procedure section 382,
20 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
21 United States Constitutions, and other applicable law, and constitutes the best notice practicable
22 under the circumstances. The Notice of Settlement informed the potential Class Members of the
23 Settlement terms, their rights to do nothing and receive their Settlement share, their rights to
24 submit a Request for Exclusion, their rights to comment on or object to the Settlement, and their
25 rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
26 Adequate periods of time to respond and to act were provided by each of these procedures. Based
27 on evidence and other material submitted, the actual notice to the class was adequate.
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1 4. The Court finds that the instant action presented a good faith dispute of the claims
2 alleged, and the Court finds in favor of settlement approval.

3 5. No Class Members submitted a request for exclusion.

4 6. No Class Members submitted an objection.

5 7. The Court approves the Settlement of the above-captioned action, as set forth in
6 the Settlement Agreement and each of the releases and other terms, as being entered into in good
7 faith, fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are
8 directed to perform in accordance with the terms set forth in the Settlement Agreement.

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

11 9. For settlement purposes only, the Court finally certifies the Class as defined in the
12 Party's Settlement Agreement and as follows:

13 all individuals who received a wage statement from Defendant Grower Direct Nut
14 Company, Inc. in California from April 5, 2020 to December 2, 2021

15 10. The Court deems this definition sufficient for the purpose of California Rule of
16 Court 3.765(a), and solely for the purpose of effectuating the Settlement. The Court also finds and
17 concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all
18 members is impracticable; (b) there are questions of law or fact common to the Settlement Class
19 Members, and there is a well-defined community of interest among the Settlement Class
20 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 to
23 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
24 record for the Class Representative, *i.e.*, Class Counsel is qualified to serve as counsel for
25 Plaintiff in their individual and representative capacity and for the Settlement Class.

26 11. The Court appoints and confirms Plaintiff Maria Garcia as Class Representative.

27 12. The Court finds David S. Winston of Winston Law Group, P.C. to be adequate
28 Class Counsel and appoints David S. Winston and Winston Law Group, P.C. as Class Counsel.

1 13. Upon the Effective Date (the first business date of entry of this Order per I(O) of
2 the Parties Settlement Agreement), the Class Representative and each of the Settlement Class
3 Members shall be deemed to have, and by operation of this Order and Judgment shall have, fully,
4 finally, and forever released, relinquished, and discharged the Released Claims, as defined in the
5 Settlement Agreement. Upon the Effective Date, all Settlement Class Members shall be and are
6 hereby permanently barred and enjoined from the institution or prosecution of any and all of the
7 Released Claims as provided by the terms of the Settlement.

8 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
9 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
10 of the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of,
11 the validity of any of the Class Members' Released Claims, or of any wrongdoing or liability of
12 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
13 as an admission of, or evidence of, any fault or omission of Defendant or any of the other
14 Released Parties in any civil, criminal, or administrative proceeding in any court, administrative
15 agency, or other tribunal.

16 15. The Gross Settlement Amount to be funded under the Settlement Agreement is
17 \$553,520.00. From this amount, Class Counsel sought an award of attorneys' fees of \$184,506.67
18 (1/3 of the monetary Gross Settlement Amount), case costs of \$6,314.33, a Service Award for the
19 Class Representative Maria Garcia of \$7,500.00; and Settlement Administration Costs on behalf
20 of ILYM Group, Inc. of \$10,500.00. Defendant did not oppose these requests. The Court finds
21 that the Amount to be Funded is fair, reasonable, adequate, and awards the payments set forth
22 below from the Amount to be Funded:

- 23 a. \$184,506.67 to Class Counsel for attorneys' fees;
- 24 b. \$6,314.33 to Class Counsel for litigation costs/expense reimbursements;
- 25 c. \$7,500 to Class Representative Maria Garcia as a Service Award;
- 26 d. \$10,500.00 to the Settlement Administrator ILYM Group;
- 27 e. PAGA Payment to the LWDA of \$15,000.00 (75% of the \$20,000 in PAGA
28 penalties recovered under the settlement)

1 f. After deducing the foregoing payments from the Amount to be Funded, the
2 remainder of \$329,699.00 shall form the Net Settlement Amount payable to the participating
3 Class Members and shall be distributed as set forth in and in accordance with the Settlement
4 Agreement and as calculated by the Settlement Administrator.

5 16. The Court finds that distribution of any residual funds to the proposed *cy pres*
6 beneficiary CASA of Stanislaus County complies with the requirements of Code of Civil
7 Procedure section 384. The Court hereby appoints CASA of Stanislaus County as the *cy pres*
8 beneficiary for any residual funds, pursuant to the terms of the Settlement. Upon the expiration of
9 the check cashing deadline, the Settlement Administrator shall promptly send all unclaimed funds
10 to CASA of Stanislaus County and provide a report to Class Counsel that shall be filed with this
11 Court evidencing that such payment has been made.

12 17. The Court shall hold a compliance hearing on January 26, 2024, at 8:30 a.m. in
13 Department 23 to confirm the distribution of funds under Code of Civ. Proc. section 384. Class
14 Counsel or the Settlement Administrator shall submit a compliance report no later than 5 court
15 days before the date of the hearing, which shall include the total amount that was actually paid to
16 the class members.

17 18. The Court orders that notice of the Court's order granting final approval and
18 judgment shall be posted on the Settlement Administrator's website for a period of at least 90
19 days.

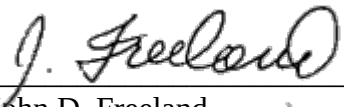
20 19. Upon entry of this Order, compensation to the Settlement Class shall be effected
21 pursuant to the terms of the Settlement.

22 20. This Judgment is intended to be a final disposition of the class action and
23 representative claims in the above captioned action and is intended to be immediately applicable.

24 21. This document shall constitute a Judgment for purposes of California Rule of
25 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
26 Class Representative, the Class Members, and Defendant for purposes of supervising the
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1 implementation, enforcement, construction, administration, and interpretation of the Settlement
2 Agreement and this Judgment.

3 DATED: 5/23/2023



4 Hon. John D. Freeland
5 Judge of the Superior Court
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1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 1880 Century Park East, Suite
6 511, Los Angeles, California 90067.

7 On May 22, 2023, I served all interested parties in this action the following documents
8 described as on the persons below as follows: **[PROPOSED] ORDER OF FINAL APPROVAL
9 AND ENTRY OF JUDGMENT**

10 Ms. Stacy Henderson, Esq.
11 stacy@hendersonhatfield.com
12 HENDERSON HATFIELD, APC
13 578 N Wilma Ave Ste A
14 Ripon, CA 95366

15 Attorneys for Defendant **GROWER DIRECT NUT COMPANY, INC.**

16 Legal Assistant also served:
17 Ms. Tricia Raymond
18 tricia@hendersonhatfield.com

19 **[XX] (BY EMAIL OR ELECTRONIC TRANSMISSION):** Pursuant to Code of Civil
20 Procedure § 1010.6, I caused the document to be sent to the persons at the e-mail addresses
21 listed above. I did not receive, within a reasonable time after the transmission, any electronic
22 message or other indication that the transmission was unsuccessful.

23 **[XX] (STATE):** I declare under penalty of perjury under the laws of the State of California that
24 the above is true and correct.

25 Executed on May 22, 2023, at Los Angeles, California.

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Brigitte Bahari