

ENDORSED FILED
January 30, 2023
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER
CLERK OF THE COURT
By: Shara Hunter, Deputy

FALAKASSA LAW, PC
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiff and the Putative Classes

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

JOHN SANFORD, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ORCHARD MACHINERY CORPORATION,
a California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: CVCS21-0001614

Assigned to Hon. Sarah Heckman

CLASS ACTION

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

HEARING DATE

Date: January 30, 2023
Time: 8:58 a.m.
Dept.: 2

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” and/or
3 the “Settlement”) came for hearing on January 30, 2023, in Department 2 of the above-entitled
4 court.

5 The Final Approval Motion was unopposed by Defendant Orchard Machinery
6 Corporation (“Defendant”). Having considered the Final Approval Motion, the Settlement
7 Agreement, declarations in support thereof, and all other materials properly before the Court and
8 having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds
9 that the Settlement Agreement was entered by all parties in good faith, and the Settlement
10 Agreement is approved. Due and adequate notice having been given to the Settlement Class, and
11 the Court having considered the Settlement Agreement, all papers filed, and proceedings had
12 herein and all oral and written comments received regarding the proposed Settlement, and having
13 reviewed the 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 Notice Packet, 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 Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included claims that were pled in the operative First Amended
28 Complaint based on the facts alleged therein, including claims for failure to pay minimum and

1 overtime wages and/or failure to pay such wages at the correct rate(s) of pay, meal and rest break
2 violations, failure to provide accurate itemized wage statements, failure to timely pay all wages
3 upon separation of employment, and unfair and unlawful business practices.

4 5. All Settlement Class Members who did not opt out of the Settlement are entitled
5 to payment pursuant to the Settlement and this Order.

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

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

12 8. For purposes of effectuating this Order and Judgment (including the Released
13 Claims of Participating Class Members), this Court has certified the following class: “all current
14 and former non-exempt employees employed by Defendant at any time during the Class Period
15 [September 13, 2017, through September 26, 2022.]” The Court deems this definition
16 sufficient for purposes of California Rules of Court, rule 3.765(a). The four Settlement Class
17 Members who opted out are excluded from any and all terms and obligations, including the
18 release(s), of the Settlement.

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

individual and representative capacity and for the Participating Class Members.

10. Upon the Effective Date, the Class Representative and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from the Release, which is defined in the Settlement Agreement.

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

13. The "Settlement Amount" to be paid under the Settlement Agreement is \$650,000. From this amount, Class Counsel collectively sought an award of Attorneys' Fees of \$216,666.66, and Costs in the amount of \$14,262.30, Class Representative Service Payment for the Class Representative, John Sanford, of \$10,000, Settlement Administrator, ILYM, Group, Inc. costs in the amount of \$7,500, and \$15,000 to the LWDA for PAGA Penalties. Defendant's share of employer's payroll taxes on the portion of the Net Settlement Amount that is allocated as wages shall be paid separately and in addition to the Settlement Amount. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and awards the payments as set forth above from the Settlement Amount. After deducting the

foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

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

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

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

17. A final accounting a hearing regarding the distribution of the funds shall be held on December 4, 2023, at 8:58 am a.m./p.m. in Department 2 of the above-entitled Court.

IT IS SO ORDERED.

Dated: January 30, 2023

Sarah Heckman

HON. SARAH HECKMAN
JUDGE OF THE SUPERIOR COURT