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FILED
Superior Court of California
County of Sacramento
08/15/2023
V. Aleman, Deputy

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SACRAMENTO**

11
12 RENE VILLAGOMEZ, on behalf himself,
13 the State of California, and others similarly
14 situated and aggrieved,

15 Plaintiff,

16 vs. BAYER U.S., LLC, a Delaware limited
17 liability company, BAYER
18 CORPORATION, a Delaware corporation,
19 BAYER CROPSCIENCE LP, a Delaware
20 limited partnership, and DOES 1 to 100,
21 inclusive,

22 Defendants.

CASE NO. 34-2021-0031 4259

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept. 28

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: July 14, 2023
Time: 9:00 a.m.
Dept.: 28



~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL AND JUDGMENT

BY FAX

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation of Class and Representative Action Settlement and Release,
7 attached as Exhibit 1 to the Declaration of Zachary M. Crosner (filed on or about December 21,
8 2022), as amended by the Addendum to Stipulation of Class and Representative Action Settlement
9 and Release, attached as Exhibit 1 to the Supplemental Declaration of Zachary M. Crosner filed on
10 or about February 17, 2023 (the "Settlement Agreement"), is the product of arms-length
11 negotiations between the parties and the terms of the Settlement Agreement are fair, reasonable,
12 adequate, and in the best interests of the Settlement Class. The Settlement Agreement therefore is
13 finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement
14 Agreement to perform forthwith their respective duties and obligations thereunder.

15 3. The Settlement Class, which was provisionally certified by the Court in its March
16 27, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
17 Procedure Section 382 for purposes of settlement only. The Settlement Class includes "All
18 current and former non-exempt employees of Bayer CropScience, L.P., Bayer R&D Services, and
19 Monsanto Company (collectively "Bayer") employed in California between January 21, 2018
20 through September 6, 2022."

21 4. The Court adjudges Plaintiff and the Participating Class Members to have released
22 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
23 fullest extent permitted by law, from all wage and hour claims asserted in the Action and any
24 claims for: (1) failure to pay minimum wage and liquidated damages; (2) failure to pay overtime
25 wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide
26 compliant wage statements in violation of Labor Code section 226(a); (6) failure to pay all wages
27 due on separation of employment; (7) unreimbursed business expenses in violation of Labor Code
28 section 2802; and (8) violation of California Business & Professions Code sections 17200, *et seq.*

1 in relation to the foregoing Labor Code violations. This release shall also include releases for
2 claims under California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et seq.*, 226.7,
3 233, 234, 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12,
4 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5, to the extent such claims were asserted in the
5 Action, or could have been asserted in the Action based on the allegations therein.

6 5. The Court further adjudges Plaintiffs and the PAGA Employees to have released
7 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
8 fullest extent permitted by law, from all claims for PAGA civil penalties that were
9 administratively exhausted by providing the requisite notice Labor & Workforce Development
10 Agency and/or in the Action and for alleged violations for: (1) failure to pay minimum wage and
11 liquidated damages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
12 failure to provide rest periods; (5) failure to provide compliant wage statements in violation of
13 Labor Code section 226(a); (6) failure to pay all wages due on separation of employment; (7)
14 unreimbursed business expenses in violation of Labor Code section 2802; and (8) violation of
15 California Business & Professions Code sections 17200, *et seq.* in relation to the foregoing Labor
16 Code violations.. This release shall also include releases for claims for PAGA civil penalties under
17 California Labor Code sections 201-204, 210, 225.5, 216, 221-23, 226 *et seq.*, 226.7, 233, 234,
18 245-248.5, 351, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2,
19 1197, 1197.1, 1198, 2802, and 2810.5, to the extent such claims were asserted in the Action, or
20 could have been asserted in the Action based on the allegations therein. The Released PAGA
21 Claims are released for the duration of the PAGA Period.

22 6. Plaintiff Rene Villagomez only, in addition to the claims being released by all
23 Participating Class Members and PAGA Employees, are adjudged to have released and forever
24 discharged the Released Parties, to the fullest extent permitted by law, of and from any and all
25 claims, known and unknown, asserted and not asserted, which Plaintiff had or may have against
26 the Released Parties as of the date of execution of the Settlement Agreement.

27 7. One Class Member – Pamela Jo Dickerson – submitted a timely and valid Request
28 for Exclusion from the Settlement. This individual therefore is excluded from the Settlement

1 Class and is not bound by the Settlement Agreement or this Order and Judgment, except as to the
2 release of the Released PAGA Claims.

3 8. The Settlement Administrator is ordered to distribute to the participating Class
4 Members their respective individual settlement payments from the Net Settlement Amount as
5 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
6 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
7 No funds shall revert to any Defendant. The Court further orders that the Corrective Notice, in the
8 form of Exhibit A to the Declaration of Jamie Serb filed August 7, 2023, shall be mailed to all
9 PAGA Employees along with their settlement checks.

10 9. The Court further orders that the Class Members be provided with notice of this
11 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
12 copy of this Order and Judgment on its website for sixty (60) days.

13 10. The Court approves an award of attorney's fees to Class Counsel's in the amount of
14 \$278,333.33, and an award of costs and expenses in the amount of \$12,842.65. Such amounts
15 shall be paid as provided in the Settlement Agreement.

16 11. The Court approves a service payment to plaintiff and Class Representative Rene
17 Villagomez in the amount of \$10,000.00, and the Settlement Administrator is ordered to make
18 such payment consistent with the terms of the Settlement Agreement.

19 12. The Settlement Agreement provides the Settlement Administrator, Phoenix
20 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
21 exceed \$8,000.00. As set forth in the Declaration of Jarrod Salinas, the Settlement Administrator
22 is owed \$8,000.00 for services rendered and to be rendered in administering the settlement. The
23 Court therefore orders that Phoenix be paid the amount of \$8,000.00 consistent with the terms of
24 the Settlement Agreement.

25 13. A compliance hearing is set for July 11, 2024, at 1:30 p.m., in Department 28 of the
26 Sacramento County Superior Court. Class Counsel is ordered to file a declaration regarding the
27 status of distribution of the settlement funds no later than fifteen (15) calendar days before the
28 compliance hearing.

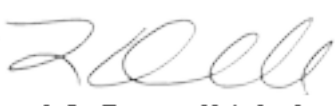
1 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order
2 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
3 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
4 contemplated becomes effective and each and every act agreed to be performed by the parties has
5 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
6 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
7 construction, and interpretation of the Settlement Agreement.

8 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
9 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
10 This Order is not a finding of the validity or invalidity of any claims in this action or a
11 determination of any wrongdoing by any party. The final approval of the parties' settlement will
12 not constitute any opinion, position or determination of this Court as to the merits of the claims or
13 defenses of any party.

14 16. Judgment is hereby entered as follows: Plaintiff Rene Villagomez and the
15 Participating Class Members, consisting of all current and former non-exempt employees of Bayer
16 employed in California between January 21, 2018 through September 6, 2022, who have not
17 otherwise opted out, shall take nothing from Bayer, except as set forth in the Settlement
18 Agreement.

19 17. The Court shall retain jurisdiction over the parties to interpret, implement and
20 enforce this Judgment.

21
22 Dated: 08/15/2023
23


Lauri A. Damrell / Judge

Judge of the Superior Court

