

FILED
Superior Court of California
County of Sacramento
09/03/2024
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Craig L. Johnson and Jeremy Nicholas Riggi*

Attorneys for Plaintiff Edgar Villasenor on following page.

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

CRAIG L. JOHNSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

KDF FORESTRY INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 34-2021-00311528-CU-OE-GDS

CLASS AND REPRESENTATIVE ACTION

[Honorable Lauri A. Damrell, Department 22]

~~**PROPOSED**~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
JUDGMENT**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, and
the Declarations of Kane Moon, Jonathan
Melmed, Kevin Lee, and Plaintiffs Johnson
and Riggi]*

FINAL APPROVAL HEARING:

Date: August 30, 2024

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: November 22, 2021

Trial Date: Not Set

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1 **FINAL ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On May 3, 2024, the Court entered an Order Granting Plaintiffs' Motion for Preliminary
4 Approval of Class and PAGA Action Settlement, which granted conditional class certification and
5 approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiffs Craig L. Johnson, Jeremy Nicholas Riggi, and Edgar Villasenor
8 ("Plaintiffs") and KDF Forestry, Inc. ("Defendant," and together with Plaintiffs, the "Parties"), in
9 accordance with the Parties' Joint Stipulation of Class and PAGA Action Settlement Agreement (the
10 "Settlement"). The Settlement was attached as Exhibit 1 to the Declaration of Kane Moon in Support
11 of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement that was filed
12 on March 27, 2024. The Court now has before it a Proposed Final Order and Judgment to finally
13 approve the Settlement.

14 Due and adequate notice having been given to Class Members, and the Court having reviewed
15 the Settlement and duly considered Plaintiffs' Motion for Final Approval of Class and PAGA Action
16 Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings
17 had hereto, the record in this Action, and any oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. The Court, for purposes of this Final Order and Judgment, refers to all terms and
20 definitions as set forth in the Settlement and confirmed below.

21 2. Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement,
22 including a motion for payment of Class Counsel Fees Payment, Class Counsel Expenses Payment,
23 Class Representative Service Payments, Administration Expenses Payment, and the PAGA Penalties
24 (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved
25 as fair, reasonable, and adequate as to Class Members, came before Department 22 of this Court, the
26 Honorable Lauri A. Damrell presiding, on August 30, 2024.

27 3. The Court finds that the Settlement appears to have been made and entered into in
28 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful

1 discovery and investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is
2 the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and
3 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
4 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense,
5 and complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections to, and the absence of any
8 requests for exclusion from, the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’
9 Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms
10 herein.

11 4. The Court certifies, for settlement purposes only, the following Class: All non-exempt
12 employees of Defendant in California in the period from November 16, 2020 through August 25,
13 2023. Excluded from the Class are all persons who opt out of the Settlement Agreement by sending
14 the Administrator a valid and timely Request for Exclusion.

15 5. The deadline to request exclusion from or to submit written objections to the
16 Settlement was August 2, 2024. No requests for exclusion or written objections were received.
17 Notwithstanding the submission of a timely request for exclusion, Class Members are still bound by
18 the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant
19 to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do
20 not apply to the Released PAGA Claims.

21 6. The Notice of Class and PAGA Action Settlement (the “Class Notice”), which was
22 attached to the Preliminary Approval Order as Exhibit A and provided to the Class pursuant to the
23 plan for distribution described under the Settlement Agreement, conformed with the requirements of
24 California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the
25 circumstances, by providing individual and adequate notice of the proceedings and of the matters set
26 forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and
27 provided the Class Members with adequate instructions and a variety of means to obtain additional
28 information.

1 7. A full opportunity has been afforded to Class Members to participate in the Final
2 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
3 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
4 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that
5 all Class Members who did not request exclusion from the Settlement (“Participating Class
6 Members”) are bound by this Final Order and Judgment.

7 8. Release of Claims. Effective on the date when Defendant fully funds the entire Gross
8 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
9 Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel
10 will release claims against all Released Parties as follows (Settlement Agreement, ¶ 6):

11 a. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses,
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns
13 generally, release and discharge Released Parties from all claims, transactions, and
14 occurrences, that occurred during the Class Period, including, but not limited to, all
15 claims that were, or reasonably could have been, alleged, based on the facts
16 contained, in the Operative Complaint (“Plaintiffs’ Release”). (Settlement
17 Agreement, ¶ 6.1.)

18 i. Plaintiffs’ Waiver of Rights Under Civil Code Section 1542. For purposes
19 of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of Civil Code Section 1542, which
21 reads: A general release does not extend to claims that the creditor or
22 releasing party does not know or suspect to exist in his or her favor at the
23 time of executing the release, and that if known by him or her would have
24 materially affected his or her settlement with the debtor or released party.
25 (Settlement Agreement, ¶ 6.1.1.)

26 ii. Plaintiffs’ Release does not extend to any claims or actions to enforce this
27 Agreement or to any claims for alleged vested benefits, unemployment
28 benefits, disability benefits, social security benefits, workers’ compensation

benefits that arose at any time. (Settlement Agreement, ¶ 6.1.2.)

iii. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts, or Plaintiffs' discovery of them. (Settlement Agreement, ¶ 6.1.3.)

- b. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged in the Operative Complaint, including: a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to pay accrued vacation wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to maintain accurate employment records, (g) failure to timely pay wages during employment, (h) failure to timely pay wages upon separation of employment, (i) failure to reimburse business expenses, (j) failure to provide accurate itemized wage statements, (k) unfair competition, (l) violation of the Fair Credit Reporting Act, (m) violation of the Investigative Consumer Reporting Agencies Act, and (n) violation of the Consumer Credit Reporting Agencies Act. (Settlement Agreement, ¶ 6.2.) Except as set forth in Section 6.3 below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (Settlement Agreement, ¶ 6.2.1.)
- c. Aggrieved Employees' Release. All Aggrieved Employees, on behalf of themselves, the LWDA, the State of California, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims against Released Parties arising under

PAGA in the Operative Complaint, including PAGA penalties through August 25, 2023. (Settlement Agreement, ¶ 6.3.)

9. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

10. The Court finds that the Gross Settlement Amount of \$600,000.00 ("GSA"), the Net Settlement Amount, and the methodology used to calculate Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance with the terms of the Settlement. Defendant shall fund the GSA within thirty (30) calendar days of this Final Approval Order and Judgment. No later than fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

11. A total amount of \$40,000.00 shall be allocated from the GSA to resolution of claims under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 25% (\$10,000.00) to Aggrieved Employees and 75% (\$30,000.00) to the LWDA. The LWDA's claims for the Released PAGA Claims are hereby extinguished.

12. The Court confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive as Class Members, the Court approves and orders a service payment to Plaintiffs in the amount of \$7,500.00 each (for a total of \$22,500.00) from the GSA for their role and service as the Class Representatives, for the risks and work attendant to that role, and for their general release of claims, both known and unknown, and waiver of section 1542 rights.

13. The Court confirms the appointment of Moon Law Group, PC and Melmed Law Group, PC as Class Counsel, for settlement purposes only. The Court approves and orders the payments to Class Counsel from the GSA in \$200,000.00 for attorneys' fees, with 50% (\$100,000.00) to Moon Law Group, PC and 50% (\$100,000.00) to Melmed Law Group, PC and \$18,696.47 to Moon Law Group, PC and \$2,692.51 to Melmed Law Group, PC for reimbursement of actual

1 litigation costs. The Court finds that these amounts are reasonable considering the benefits provided
2 to the Class.

3 14. The Court confirms the appointment of Phoenix Settlement Administrators as the
4 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
5 the payment to the Administrator in the amount of \$14,500.00 from the GSA for its services and
6 costs of administration.

7 15. Pursuant to California Code of Civil Procedure section 384, following the expiration
8 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
9 transmit those amounts to the California Controller's Unclaimed Property Fund in the name of each
10 Participating Class Member and/or Aggrieved Employee who failed to cash their individual check
11 prior to the void date.

12 16. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
13 Judgment will be given to the Class by the Administrator, who will provide a copy of this Final
14 Order and Judgment to each Participating Class Member and/or Aggrieved Employee with their
15 individual settlement check.

16 17. This Final Order and Judgment is intended to be a final disposition of the Action in
17 its entirety and is intended to be immediately appealable.

18 18. The obligations set forth in the Settlement are deemed part of this Final Order and
19 Judgment, and the Parties are ordered to carry out the Settlement according to its terms and
20 provisions.

21 19. Following entry of this Final Order and Judgment, and without affecting the finality
22 thereof, the Court shall retain continuing jurisdiction over the Action and the Settlement, until all
23 payments and obligations contemplated by this Settlement have been fully carried out, solely for
24 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)
25 addressing such post-Judgment matters may be appropriate under court rules or applicable law.

26 20. The Settlement is finally approved but is not an admission by Defendant of the
27 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
28 law. Neither the Settlement nor any related document shall be offered or received in evidence in

1 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
2 necessary to consummate or enforce the Settlement.

3 21. The Court sets a Non-Appeal Case Review Hearing re: Distribution on
4 June 20, 2025 at 10:30 a.m./~~p.m.~~ in Department 22. Class Counsel are ordered to file
5 a final report and declaration by the Administrator regarding settlement distribution no later than
6 five court days prior to the Case Review. No appearance is required at the Case Review if the
7 Administrator's declaration filed prior to the hearing reports that all the distributions under the
8 Settlement Agreement are complete.

9 **IT IS SO ORDERED.**

10 DATE: 09/03/2024



A handwritten signature in cursive script, appearing to read "Lauri A. Damrell".

The Honorable Lauri A. Damrell
Judge of the Superior Court, Sacramento County