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

NORMA PONCE, an individual, on
behalf of herself, the State of California,
as a private attorney general, and on
behalf of all others similarly situated,

Plaintiff,

v.

SUPHERB FARMS, a Business of
Unknown Formation; and DOES 1 TO 50,
Defendants.

Case Number: CV-22-005389

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 19, 2024
Time: 8:30 a.m.
Dept.: 22
Judge: Hon. Stacy Speiller

1 This matter having come for hearing on September 19, 2024, regarding Plaintiff Norma
2 Ponce’s (“Plaintiff”) unopposed *Motion for Final Approval of Class Action Settlement* (the
3 “Motion”) on the terms set forth in the *Settlement Agreement and Release of Class Action* (the
4 “Settlement Agreement”). In conformity with California Rules of Court, rule 3.769, with due and
5 adequate notice having been given to Class Members (as defined in the Settlement Agreement and
6 the Motion), and having considered the Settlement Agreement, all of the legal authorities and
7 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
8 written comments received regarding the Settlement Agreement, and having reviewed the record in
9 this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
10 Agreement and orders and makes the following findings and determinations and enters final
11 judgment as follows:

12 1. All terms used in this order shall have the same meanings given as those terms are
13 used and/or defined in the parties’ Settlement Agreement and the Motion. A copy of the Settlement
14 Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for*
15 *Final Approval of Class Action Settlement* as **Exhibit 1** and is made a part of this order.

16 2. The Court has personal jurisdiction over Plaintiff and Defendant SupHerb Farms
17 (“Defendant”) (collectively, the “Parties”) to this litigation and subject matter jurisdiction to
18 approve this Settlement Agreement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Motion and the Settlement Agreement and as follows: “*All individuals who are or were employed*
21 *by Defendant as nonexempt employees in California during the period from November 21, 2018*
22 *through October 20, 2023.*” The Court deems this definition sufficient for the purpose of rule
23 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement
24 Agreement.

25 4. The Court finds that an ascertainable class of 507 class members exists and a well-
26 defined community of interest exists on the questions of law and fact involved because in the context
27 of the Settlement Agreement: **(i)** all related matters, predominate over any individual questions;
28 **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating,

1 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have
2 fairly and adequately represented and protected the interest of the Class Members.

3 5. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
5 with California Rule of Court 3.766. The Class Notice informed 507 prospective Class Members of
6 the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their
7 settlement share, their rights to submit a request for exclusion, their rights to comment on or object
8 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,
9 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond
10 and to act were provided by each of these procedures.

11 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
12 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
13 compliant with all applicable requirements of the California Code of Civil Procedure, the California
14 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
15 and any other applicable law, and in the best interests of each of the Parties and Class Members.

16 7. The Court directs the Parties to effectuate the Settlement Agreement according to its
17 terms and declares the Settlement Agreement to be binding on all Class Members.

18 8. The Court finds that the Settlement Agreement has been reached as a result of
19 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
20 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
21 their respective positions.

22 9. The Court also finds that the Settlement Agreement will avoid additional and
23 potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to
24 litigate the case. Additionally, after considering the monetary recovery provided as part of the
25 Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes
26 that Class Counsel secured significant relief for Class Members.

27 10. The Settlement Agreement is not an admission by Defendant, nor is this order a
28 finding of the validity of any allegations or of any wrongdoing by Defendant.

1 11. The Court appoints Plaintiff Norma Ponce as Class Representative and finds her to
2 be adequate for purposes of settlement.

3 12. The Court appoints Jonathan Melmed, Megan E. Ross, and Hannah Becker of
4 Melmed Law Group P.C. as Class Counsel and finds each of them to be adequate, experienced, and
5 well-versed in class action litigation.

6 13. The terms of the Settlement Agreement, including the Gross Settlement Amount of
7 \$600,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
8 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
9 Settlement Agreement, subject to this order.

10 14. The Court approves the following allocations, which fall within the ranges stipulated
11 by and through the Settlement Agreement:

12 A. The Court awards \$13,750.00 to ILYM Group, Inc., the Settlement
13 Administrator, and finds this amount to be fair and reasonable. The Court grants final
14 approval of it and orders the Parties to make the payment to the Settlement Administrator in
15 accordance with the Settlement Agreement.

16 B. The Court awards \$200,000.00 to Plaintiff's counsel as attorneys' fees and
17 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The
18 Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be
19 made in accordance with the Settlement Agreement.

20 C. The Court awards \$10,000.00 in litigation costs, an amount which the Court
21 finds to be reasonable in light of actual costs incurred. The Court grants final approval of,
22 and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel
23 in accordance with the Settlement Agreement.

24 D. The Court awards \$10,000.00 to the class representative as payment
25 requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final
26 approval of, and orders the class representative payment to be made in accordance with the
27 Settlement Agreement.

1 E. The Court approves the \$30,000.00 allocation for penalties under the Labor
2 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$22,500.00) to
3 be paid to the California Labor and Workforce Development Agency in accordance with the
4 terms of the Settlement Agreement and the remainder to the Aggrieved Employees.

5 15. The Court orders the Parties to comply with and carry out all terms and provisions
6 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
7 case the provisions of this order shall take precedence and supersede the Settlement Agreement.

8 16. Nothing in the Settlement Agreement or this order purports to extinguish or waive
9 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
10 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
11 other case without limitation.

12 17. All Class Members who did not request exclusion from the Settlement shall be bound
13 by the Settlement and this order, including the release of claims as set forth in the Settlement
14 Agreement. The individual who did request exclusion, Teresa Cornwell, shall be excluded from the
15 Settlement.

16 18. The Parties shall bear their own respective attorneys' fees and costs except as
17 otherwise provided in this order and the Settlement Agreement.

18 19. All checks mailed to the Class Members must be cashed within one hundred and
19 eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
20 the Settlement Administrator shall submit such funds to the California State Controller for deposit
21 in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The Court
22 finds that this meets the requirements of Code of Civil Procedure section 384.

23 20. Within seven days of this order, the Settlement Administrator shall give notice of
24 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
25 posting a copy of this order and final judgment on its website for a period of at least ninety days.

26 21. The Court retains continuing jurisdiction over the Action and the Settlement,
27 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes
28 of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and

1 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable
2 law.

3 22. Plaintiff shall file with the Court a report regarding the status of distribution within
4 180 days after all funds have been distributed.

5 23. This final judgment is intended to be a final disposition of the above-captioned action
6 in its entirety and is intended to be immediately appealable. This final judgment resolves and
7 extinguishes all claims released by the Settlement Agreement against Defendant.

8 24. The Court hereby sets a hearing date of 5/16/25 at 8:30 ~~pm~~/am for
9 a hearing on the final accounting and distribution of the settlement funds.

10 **IT IS SO ORDERED.**

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12 Dated: 10/2/24

13 
14 Hon. Stacy Speiller
15 Judge of the Superior Court, Stanislaus County
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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF STANISLAUS

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to the action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date thereof, September 26, 2024, I served the foregoing document(s) described as:

- **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

By causing a true copy thereof to be sent to the following individuals and/or parties:

LITTLER MENDELSON, P.C.

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[XX] BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused the document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 26, 2024, in Los Angeles, California.


Jennifer Gonzalez