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Attorneys for Plaintiff JESUS GALVAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

JESUS GALVAN, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

WESTERN SKY DAIRY, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: BCV-23-100992

[Assigned for all purposes to Hon. Thomas S.
Clark, Department 17]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: September 9, 2024
Time: 8:30 a.m.
Courtroom: Dept. 17
Judge: Hon. Hon. Thomas S. Clark

Action Filed: March 30, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff JESUS GALVAN (“Plaintiff”) and Defendant WESTERN SKY DAIRY, LLC
3 (“Defendant”) have reached terms of settlement for a putative class and PAGA representative action.

4 Plaintiff has filed a motion for final approval of a class and PAGA representative action
5 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
6 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (*see*
7 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Final Approval of Class and PAGA
8 Representative Action Settlement [“Tunyan Decl.”], at Exh. 1). The JOINT STIPULATION OF CLASS
9 AND PAGA REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the “Agreement”
10 or “Settlement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and having
12 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court hereby GRANTS final approval of the terms and conditions contained in the
14 Agreement. The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
15 and adequate, pursuant to California Code of Civil Procedure § 382.

16 2. It appears to the Court that: (1) the Settlement amount is fair and reasonable to the Class
17 Members when balanced against the probable outcome of further litigation relating to class
18 certification, liability, and damages issues and potential appeals; (2) the Settlement has been reached as
19 a result of intensive, serious and non-collusive arms-length negotiations; (3) the parties have conducted
20 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
21 their respective positions; (4) settlement at this time will avoid additional substantial costs, as well as
22 avoid the delay and risks that would be presented by the further prosecution of the action. Thus, the
23 Court finds that the Settlement was entered into in good faith and that the risks of further prosecution
24 are substantial.

25 3. The parties’ Settlement is granted final approval. The Court has considered all relevant
26 factors for determining the fairness of the Settlement and has concluded that all such factors weigh in
27 favor of granting final approval. In particular, the Court finds that the Settlement was reached following
28 meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of

serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.

4. The Court hereby GRANTS conditional certification of the Class, in accordance with the Settlement, for purposes of this settlement only. The Settlement Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382.

5. Because adequate notice was disseminated, and all Class Members were given the opportunity to request exclusion, the Court has personal jurisdiction over the Class Members' claims. The court has subject matter jurisdiction over this matter, including jurisdiction to approve the settlement and grant final certification. The Class Notice provided to the Class complied with the requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constituted the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of due process.

6. The following persons are certified as Class Members solely for the purpose of entering a settlement in this matter:

All non-exempt employees of Defendant who worked in California during the Class Period (the "Class Period" is March 30, 2019 through April 24, 2024). (Settlement, ¶¶ 3-4.)

7. The PAGA Employee is defined as follows:

All Class Members that worked at any time during the PAGA Period (the "PAGA Period" is March 30, 2022 through April 24, 2024.) All PAGA Employees are "aggrieved employees" as defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement of the PAGA claim. (Settlement, ¶¶ 14-15.)

8. Plaintiff JESUS GALVAN is appointed as the Class Representative for purposes of this settlement only. The Court finds Plaintiff's counsel are adequate Class Counsel for purposes of this settlement only, as they are experienced in wage and hour class action litigation and have no conflicts

of interest with absent Settlement Class Members, and that they adequately represented the interests of absent class members in the Litigation. Tunyan Law, APC is appointed Class Counsel.

9. The Court appoints Phoenix Class Action Administration Solutions to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

10. All other Class Members are Settlement Class Members, bound by the Final Approval Order and Judgment in the Action.

11. In addition to any recovery that Plaintiff may receive under the Settlement as a Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement awards to Plaintiff JESUS GALVAN in the amount of **\$10,000.00**.

12. The Court approves the payment of attorneys' fees to Class Counsel in the amount of **\$98,333.33** to Tunyan Law, APC. Litigation expenses are approved by the Court in the amount of **\$15,212.95** to Tunyan Law, APC.

13. The Court approves and orders payment in the amount of **\$6,000.00** to Phoenix Class Action Administration Solutions for its services as the Settlement Administrator.

14. The Court approves and orders payment in the amount of **\$18,750.00** to the Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.).

15. Upon completion of administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

16. The Court sets a non-appearance case review regarding compliance with all fund distribution requirements under the Settlement for _____, 2025, at _____, in Dept. 17 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later than _____, 2025.

17. Defendant will fund the settlement account and distribute the Gross Settlement Amount to the Settlement Administrator by January 10, 2025, or the Effective Date, whichever is later. Defendant

1 may fund the Gross Settlement Amount based on these deadlines in multiple payments without penalty.

2 18. The Settlement Administrator shall mail the Settlement Payments to the Class Members
3 within fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant, provided
4 that the Settlement Administrator has delivered to the Parties an accounting of the amounts to be paid by
5 Defendant pursuant to the terms of this Settlement. Any checks issued by the Settlement Administrator to
6 Class Members will be negotiable for at least one hundred eighty (180) calendar days from the date of
7 their issuance. Uncashed settlement checks will be automatically cancelled in one hundred eighty (180)
8 calendar days after the issuance and the residue funds will be distributed by the Settlement Administrator
9 to the *Cy Pres* recipient, Bakersfield Angels. Bakersfield Angels is approved as *Cy Pres* recipient.

10 19. The Court retains jurisdiction to consider all further applications arising out of or in
11 connection with the settlement.

12 20. Once Defendant fully funds the Settlement by paying all amounts due under the
13 Settlement, Plaintiff and the Settlement Class Members, shall have, by operation of this Final Approval
14 Order and the separate Judgment, fully, finally, and forever released, settled, compromised,
15 relinquished, and discharged Defendant, and any of its former, future, and present parent, subsidiary,
16 affiliate, partners, joint venturers, assigns, predecessor or successor, and all agents, employees (current
17 and former), officers, directors, insurers and attorneys ("Releasees) of all Released Claims (as defined
18 in the Settlement) for any period of time during the Class Period to the fullest extent permitted by law.
19 The terms and provision of this Order are binding on the Settlement Class Members, as well as their
20 heirs, executors and administrators, successors, and assigns. In addition, those terms shall have res
21 judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
22 maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other
23 proceedings involve matters that were or could have been raised in this matter and are encompassed by
24 the Released Claims and Released PAGA Claims.

25 21. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
26 notice of this final Order and Judgment to all Settlement Class Members by posting the Order and
27 Judgment for 90 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor
28 Code § 2699(l)(3) within ten (10) days after the Court has held the Final Approval Hearing.

1 22. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

3
4 **IT IS SO ORDERED.**

5
6 Dated: _____

Hon. Thomas S. Clark
KERN COUNTY SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Makala Reha
MRaha@kleinlaw.com
KLEIN, DENATALE, GOLDNER
 10000 Stockdale Highway, Suite 200
 Bakersfield, CA 93311
 Telephone: 661-395-1000
 Facsimile: 661-326-0418

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SETTLEMENT**