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

12 ISMAEL VILLEGAS-SANCHEZ, individually,
13 and on behalf of all others similarly situated,

14 *Plaintiff,*

15 v.

16 COE ORCHARD EQUIPMENT, INC., a
17 California corporation; and DOES 1 through 10,
inclusive,

18 *Defendants.*

Case No. CVCS22-0002261

CLASS ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with concurrently with: Memorandum
of Points and Authorities, Declaration of John
G. Yslas, and Declaration of Cassandra
Polites]*

FINAL APPROVAL HEARING

Date: September 9, 2024

Time: 9:00 a.m.

Judge: Hon. Susan E. Green

1 On April 29, 2024, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Ismael Villegas Sanchez (“Plaintiff”) now seeks an order granting
3 final approval of the Class Action and PAGA Settlement Agreement and Class Notice
4 (“Settlement”), attached to the Declaration John G. Yslas in Support of Plaintiff’s Motion for
5 Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Coe Orchard Equipment, Inc. (“Defendant”).

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
20 forth in the Settlement Agreement between Plaintiff and Defendants, attached to the Declaration
21 of John G. Yslas in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement
22 as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiff and all Settlement Class Members (“Participating Class Members”) shall
27 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
28 relinquished, and discharged Defendants from all Released Claims as defined in the Settlement.

1 6. All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
3 fully, finally, and forever settle and release Released Parties from (i) all claims, charges,
4 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or
5 suspected, that each Participating Class Member had, now has, or may hereafter claim to have
6 against the Released Parties, and that were asserted in the Action, or that arise from or could have
7 been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts,
8 disclosures, statements, omissions or failures to act alleged in the Action that have arisen during
9 the Class Period (“the Released Claims”). The Released Claims specifically include, but are not
10 limited to, any claimed violations of Labor Code §§ 201-204, 226, 226.7, 512, 1194, 1194.2, 1197,
11 1198, 2698 et. seq. and 2802; and Business & Professions Code § 17200, et. seq. Except as set
12 forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
13 claims, including claims for vested benefits, wrongful termination, violation of the Fair
14 Employment and Housing Act, unemployment insurance, disability, social security, workers’
15 compensation or claims based on facts occurring outside the Class Period.

16 7. The Released Parties means Coe Orchard Equipment, Inc. and its respective former
17 and present spouses, representatives, agents, attorneys, heirs, administrators, successors and
18 assigns generally.

19 8. As of the Effective Final Settlement Date, all members of the Settlement Class,
20 except those that make a valid and timely request to be excluded from the Settlement Class and
21 Settlement, waive, release, discharge, and promise never to assert in any forum or otherwise make
22 a claim against any of the Released Parties for any of the Released Claims arising during the
23 Settlement Period. There have been no requests to be excluded from the Settlement Class.

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

26 10. Solely for purposes of effectuating the settlement, the Court finally certified the
27 following Class: “all non-exempt, hourly employees who have, or continue to, work for
28 Defendant in California from July 5, 2018, up to the date a signed order preliminary approving

the class settlement is filed..”

11. The Class Period means the period from July 5, 2018 up to the date a signed Court order preliminarily approving the class settlement is filed or November 1, 2023, whichever is sooner.

12. No Class Members have objected to the terms of the Settlement.

13. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes 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 Class Members. The Notice fully satisfies the requirements of due process.

14. The Court finds the Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member’s Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

15. Defendant shall pay a total of \$450,000.00 to resolve this litigation.

16. From the Settlement Amount, \$15,000.00 shall be paid to the California Labor and Workforce Development Agency, representing 75% of the penalties awarded under the terms of the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

17. From the Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff for his service as a class representative and for her agreement to release claims.

18. From the Settlement Amount, \$8,750.00 shall be paid to the Settlement Administrator ILYM Group, Inc.

19. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

20. From the Settlement Amount, Class Counsel is awarded \$150,000.00 for their reasonable attorneys’ fees and \$12,500 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that

the fees are reasonable in light of the benefit provided to the Class.

21. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and the Judgment on ILYM Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

24. The Court sets a Non-Appearance Case Review Re: Filing Final Report for ____, 2024 at __:__.m. in Department __ of the above-entitled Court.

Approved as to Form and Content.

Date: 9/12/2024


Dylan T. Rupchock, Esq.
Attorney for Defendant COE Orchard Equipment

IT IS SO ORDERED.

DATE:

Hon. Susan E. Green
Sutter County Superior Court