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**FILED**  
 KERN COUNTY SUPERIOR COURT  
 11/20/2019  
 BY Lancaster, Veronica  
 DEPUTY

5 *Attorneys for Plaintiff and the Class*

6  
 7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 8  
 9 **FOR THE COUNTY OF KERN**

10 JOSE GARCIA, individually, and on behalf of  
 other members of the general public similarly  
 11 situated;

12 **Plaintiff,**

13 v.

14 **HRONIS, INC.**, a California corporation; and  
 15 **DOES 1 through 100, inclusive;**

16 **Defendants.**

Case No. BCV-18-101510-DRL

Assigned for All Purposes to:  
 Honorable David R. Lampe  
 Department 11

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

**Reservation ID: 36280**

Hearing Date: November 20, 2019  
 Hearing Time: 8:30 a.m.  
 Hearing Place: Department 11

Complaint Filed: June 21, 2018  
 Jury Trial: None Set

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1 This matter has come before the Honorable David R. Lampe in Department 11 of the  
2 above-entitled Court located at 1415 Truxtun Avenue, Bakersfield, California 93301, on Plaintiff  
3 Jose Garcia's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,  
4 Costs, and Class Representative Enhancement Payment ("Motion for Final Approval"). Justice  
5 Law Corporation appeared on behalf of Plaintiff and the Class. Skane Wilcox, LLP appeared on  
6 behalf of Defendant Hronis, Inc. ("Defendant").

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

8 1. All terms used herein shall have the same meaning as defined in the Parties' Joint  
9 Stipulation of Class Action Settlement and Release ("Settlement," "Agreement," or "Settlement  
10 Agreement").

11 2. The Court finds that the applicable requirements of California Code of Civil  
12 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with  
13 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
14 certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary  
15 Approval of Class Action Settlement. The Class is hereby defined to include:  
16 All current and former non-exempt employees of Defendant in the job positions irrigator,  
17 maintenance, tractor driver from June 21, 2014 through July 3, 2019.

18 3. The direct-mail notice ("Notice of Class Action Settlement") given to the Class  
19 Members fully and accurately informed the Class Members of all material elements of the  
20 Settlement and of their opportunity to object to, comment thereon, or to seek exclusion from, the  
21 Settlement; was the best notice practicable under the circumstances; was valid, due and sufficient  
22 notice to all Class Members; and complied fully with the laws of the State of California, the  
23 United States Constitution, due process and other applicable law. The Notice of Settlement fairly  
24 and adequately described the Settlement and provided the Class Members adequate instructions  
25 and a variety of means to obtain additional information.

26 4. This Court has jurisdiction over the claims of the Class Members asserted in this  
27 proceeding and over all Parties to the Action, including the Class.

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1           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
2 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More  
3 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
4 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
5 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement  
6 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
7 evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk,  
8 expense, and complexity of the claims presented; the likely duration of further litigation; the  
9 amount offered in Settlement; the extent of investigation and discovery completed; and the  
10 experience and views of Class Counsel. The Court further has considered the absence of objection  
11 to the Settlement by Class Members, as well as the absence of requests for exclusion.  
12 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the  
13 Settlement Agreement and the following terms and conditions.

14           6.       A full opportunity has been afforded to the Class Members to participate in this  
15 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class  
16 Members also have had a full and fair opportunity to exclude themselves from the Settlement and  
17 the Class. Accordingly, the Court determines that Plaintiff and all Class Members other than the  
18 individuals that timely excluded themselves from this Settlement are bound by the Settlement  
19 Agreement, release of Released Claims, and this Final Approval Order and Judgment.

20           7.       It is hereby ordered that Defendant fund the settlement in accordance with the  
21 Settlement Agreement.

22           8.       It is hereby ordered that the Claims Administrator, Phoenix Class Action  
23 Administration Solutions, shall pay the Claim Amounts to Claimants in accordance with the  
24 Settlement Agreement.

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1           9.       The Court finds that the Class Representative Enhancement Payment in the amount  
2 of \$15,000.00 to Plaintiff Jose Garcia is fair and reasonable in light of the risks and burdens  
3 undertaken by Plaintiff in this Action and for his time and effort in bringing and prosecuting this  
4 matter on behalf of the Class and is hereby approved. It is hereby ordered that the that the Claims  
5 Administrator shall issue the Class Representative Enhancement Payment of \$15,000.00 to  
6 Plaintiff Jose Garcia, in accordance with the Settlement Agreement.

7           10.       It is hereby ordered that the Claims Administrator, Phoenix Class Action  
8 Administration Solutions shall pay itself a payment of \$4,995.00 for the services performed and  
9 costs incurred in administration of the Settlement.

10          11.       The Court finds that Class Counsel's request for attorneys' fees falls within the  
11 range of reasonableness and the results achieved justifies the award. Class Counsel's request for  
12 attorneys' fees is hereby approved. It is hereby ordered that the Claims Administrator shall pay  
13 the Class Counsel's attorneys' fees in the amount of \$175,000.00 in accordance with the  
14 Settlement Agreement.

15          12.       The Court finds that Class Counsel's litigation costs and expenses in prosecuting  
16 this Action were reasonably incurred. Class Counsel's request for reimbursement of litigation  
17 costs and expenses is hereby approved. It is hereby ordered that the Claims Administrator shall  
18 pay Class Counsel for reimbursement of litigation costs and expenses in the amount of \$11,575.79  
19 in accordance with the Settlement Agreement.

20          13.       Neither the making of the Settlement Agreement nor the entry into the Settlement  
21 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of any  
22 claims in the Complaint or of any other wrongdoing. Further, the Settlement Agreement is not a  
23 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
24 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be  
25 construed as an admission or concession by or against Defendant or any related person or entity.

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1           14.     With this Final Approval of the proposed Settlement and conditioned upon  
2 Defendant's obligation to fund the Maximum Settlement Amount under Paragraph 47 of the  
3 Settlement, it is hereby ordered that Class Members and their successors shall conclusively be  
4 deemed to have given a release, as set forth in the Settlement Agreement and Notice, against the  
5 Defendant, and all such Class Members and their successors shall be permanently enjoined and  
6 forever barred from asserting any claim related to this Action against the Defendant.

7           15.     After entry of this Final Approval Order and Judgment, pursuant to California  
8 Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction over the  
9 Action, the Class Representative, the Class Members, and Defendant for the purposes of  
10 supervising the implementation, enforcement, construction, administration and interpretation of the  
11 Settlement Agreement and this Judgment.

12           16.     Notice of entry of this Final Approval Order and Judgment shall be given to Class  
13 Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class Action  
14 Administration Solutions website for no less than a period of sixty (60) days.

15 **IT IS SO ORDERED.**

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17 Dated: Signed: 11/20/2019 09:22 AM, 2019



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Honorable David R. Lampe  
Judge of the Superior Court

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