

Electronically Filed
5/12/2022
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Yukari Williams, Deputy

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF STANISLAUS

11
12 ALEXANDER NATAREN, an individual, on
behalf of himself and all other similarly situated
13 individuals,

14 Plaintiffs,

15 vs.

16 SEMIOS USA INC., a Washington corporation;
and DOES 1-20, inclusive,

17 Defendants.

Case No. CV-21-000629

**REVISED [~~PROPOSED~~] ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION &
PAGA SETTLEMENT; FINAL
JUDGMENT**

Date: May 10, 2022

Time: 8:30 a.m.

Dept.: 24

Before the Honorable Sonny Sandhu

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1 **THE COURT**, having considered Plaintiff’s Motion for Final Approval of Class Action
2 & PAGA Settlement in the above-captioned matter, having read and considered all of the papers
3 of the parties and their counsel in the record, having granted preliminary approval on December 1,
4 2021, and directed that notice be given to all Class Members of preliminary approval of the Class
5 Action Settlement Agreement and Release (“Settlement”), and having informed Class Members
6 of their right to be excluded from the Settlement, and having received no timely or valid
7 objections to the Settlement, and good cause appearing, **HEREBY ORDERS:**

8 1. The settlement of the above-captioned class action, as embodied in the Settlement,
9 is fully and finally approved. The Settlement is hereby incorporated by reference. Except as
10 otherwise specified herein and for purposes of this Order Granting Judgment Upon Final
11 Approval of Class Action & PAGA Settlement (“Order”), the terms used in this Order have the
12 meaning assigned to them in the Settlement, Notice of Proposed Class Action Settlement and
13 Fairness Hearing (“Class Notice”), and the Motions for Preliminary and Final Approval of the
14 Class Action Settlement.

15 2. Pursuant to California Rules of Court, rule 3.769(d)-(h), this Court makes final the
16 conditional class certification contained in the Order Granting Preliminary Approval of Class
17 Action Settlement, and certifies a Class defined as: All current and former non-exempt
18 agricultural employees who worked for Defendants within the State of California at any point
19 from February 8, 2017 through May 31, 2021. The Class does not include any individuals who
20 already have resolved the claims asserted in the Action, whether by settlement or adjudication.

21 3. Named Plaintiff Alexander Nataren is hereby appointed and designated, for all
22 purposes, as the representative for the Class, and the law firm Advocates for Worker Rights LLP
23 is hereby appointed and designated as counsel for the named Plaintiff and the Class. The Court
24 finds that attorneys for the Class are experienced class action litigators and have expressed the
25 view that the Settlement is fair, reasonable, and adequate, which further supports the Settlement.

26 4. The Court hereby finds that the Class Notice and all related documents have been
27 mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly
28 and adequately described the terms of the proposed Settlement Agreement, the manner in which

1 Class Members could object to the Settlement, and the manner in which Class Members could opt
2 out of the Class; was the best notice practicable under the circumstances; and was valid, due, and
3 sufficient notice to all Class Members; and complied fully with California Rules of Court, rule
4 3.769, due process, and all other applicable laws. The Court further finds that a full and fair
5 opportunity has been afforded to Class Members to participate in the proceedings convened to
6 determine whether the proposed Settlement Agreement should be given final approval.

7 Accordingly, the Court hereby determines that all Class Members who did not file a timely and
8 proper request to be excluded from the settlement are bound by this final Order & Judgment.

9 5. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in
10 the best interests of the Class Members. The Settlement Agreement is the product of serious,
11 informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant
12 preferential treatment to any individuals, and was entered into in good faith pursuant to Code of
13 Civil Procedure section 877.6.

14 6. Accordingly, the Court hereby finally and unconditionally approves the
15 Settlement, and specifically:

16 a. Approves the Gross Settlement Amount of \$225,000.00;

17 b. Approves the requested Class Representative service award of \$5,000.00 to named
18 Plaintiff Alexander Nataren;

19 c. Approves a Private Attorneys General Act (“PAGA”) allocation of \$5,000 of the
20 Gross Settlement Amount, of which \$3,750 will be distributed to California’s Labor Workforce
21 and Development Agency (“LWDA”), and \$1,250 will be distributed to PAGA Members on a *pro*
22 *rata* basis, pursuant to Labor Code § 2699(i);

23 d. Approves payment to Phoenix Class Action Administration Solutions, the
24 Settlement Administrator in this matter, of \$7,000.00 as costs and expenses of settlement
25 administration;

26 e. Approves Class Counsel’s attorneys’ fee request in the amount of \$75,000.00—
27 which represents a negative lodestar multiplier of 0.706, and is within the range of service awards
28 approved by California courts in similar wage and hour class action settlements—because Class

1 Counsel’s request falls within the range of reasonableness and the result achieved justifies the
2 requested attorneys’ fees. The Court further finds that Class Counsel’s 2022 hourly rates (\$900
3 for attorney Marco A. Palau, \$800 for attorney Joseph D. Sutton, and \$700 for attorney Eric S.
4 Trabucco) are reasonable and commensurate with the prevailing rates for wage and hour class and
5 representative actions;

6 f. Approves Class Counsel’s request for reimbursement of reasonable litigation
7 expenses of \$9,919.66;

8 g. Approves the remaining Class benefit amount, or Net Settlement Amount, of
9 \$123,080.34 to be divided amongst the 149 Class Members;

10 h. Approves the payment, from the Net Settlement Amount (the maximum amount
11 that will be available for distribution to participating Class Members), of amounts determined by
12 the Settlement Administrator to be due to Class Members on a *pro rata* basis as Individual
13 Settlement Payments, which shall be calculated based on the number of workweeks worked by
14 each Class Member compared to the total workweeks worked by all Participating Class Members
15 during the Class Period (Settlement at §§ 17, 21, 26).

16 i. Approves that the remaining balance of uncashed Individual Settlement Payments,
17 should Participating Class Members fail to cash their check within 180 days after they are sent to
18 by the Settlement Administrator, be distributed to the Controller of the State of California to be
19 held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, for the
20 benefit of those Class members who did not cash their checks until such time that they claim their
21 property;

22 7. The Court orders the following Implementation Schedule for further proceedings:

<p>23 Effective Date & Final 24 Judgment</p>	<p>The Effective Date means the date on which the settlement embodied in the Settlement Agreement shall become effective after all of the following have occurred: (i) Final Approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the Settlement becomes a Final Judgment. Final Judgment means the latest of: (i) if there is an appeal of the Court’s order, the date the order is affirmed on appeal, or the date of dismissal of such appeal, or, (ii) if an objection to the settlement is filed by any Settlement Class Member, then</p>
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	the expiration date of the time for filing or noticing any appeal of the order, which is sixty (60) calendar days from entry of the order; or (iii) if no objection is filed by any Settlement Class Member, then the date that the Court grants final approval of this Settlement.
Defendant's Deposit of the Gross Settlement Amount: within ten (10) business days after the Effective Date and Final Judgment.	Defendant shall make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Fund to be established by the Settlement Administrator. The Gross Settlement Amount shall be used to pay: (a) Individual Settlement Payments; (b) Class Representative Service Award; (c) Settlement Administration Costs; (d) PAGA Settlement Amount; (e) Class Counsel's Fee Award; and (f) Class Counsel's Costs Award.
Disbursement by Settlement Administrator: within five (5) business days after the Effective Date and Final Judgment.	The Settlement Administrator shall issue the following payments from the Gross Settlement Amount: (a) Individual Settlement Payments to Participating Class Members; (b) Class Representative Service Award to Plaintiff; (c) Settlement Administration Costs to itself; (d) the LWDA Payment to the LWDA; (e) Class Counsel's Fee Award to Class Counsel; and (f) Class Counsel's Cost Award to Class Counsel. Checks for Individual Settlement Payments must be cashed within one-hundred and eighty (180) days after the they are mailed. If any Individual Settlement Payment checks are not cashed within one-hundred and eighty (180) days after the last mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, <i>et seq.</i> , for the benefit of those Class members who did not cash their checks until such time that they claim their property.

8. The Participating Class Members will release all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative complaint, including: (i) failure to pay minimum wage, overtime, and any other claim for failure to pay wages; (ii) failure to provide lawful meal periods, or meal period premium wages in lieu thereof; (iii) failure to provide lawful meal periods, or meal period premium wages in lieu thereof; (iv) failure to provide lawful rest breaks, or rest break premium wages in lieu thereof; (v) failure to maintain records; (vi) failure to issue accurate wage statements; (vii) failure to timely pay all wages due upon separation from employment; (viii) claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the operative complaint; and (ix) all claims under PAGA that could have been premised on the

1 claims, causes of action or legal theories pled in the operative complaint (collectively, the
2 “Released Claims”). The period of the Release shall cover the time period from February 8, 2017
3 through May 31, 2021 (“Class Period”), and the period from February 8, 2020 through May 31,
4 2021 (“PAGA Period”) with respect to the PAGA claims. The *res judicata* effect of the judgment
5 will be the same as that of the Release.

6 9. The Class Representative, Plaintiff Alexander Nataren, will release, in addition to
7 the Released Claims described above, all claims, whether known or unknown, under federal law
8 or state law against the Released Parties. Plaintiff understands that this release includes unknown
9 claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the
10 California Civil Code, which provides:

11 A general release does not extend to claims that the creditor or releasing
12 party does not know or suspect to exist in his or her favor at the time of
13 executing the release and that, if known by him or her, would have
14 materially affected his or her settlement with the debtor or released party.

15 10. Without affecting the finality of this Order & Judgment, the Court retains exclusive
16 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
17 interpreting, and enforcing this Order & Judgment and the Settlement Agreement pursuant to
18 California Rules of Court, rule 3.769(h).

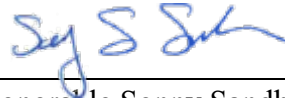
19 11. The Court sets a Final Compliance Hearing for **February 12, 2025 at 8:30 a.m. in**
20 **Department 24** to confirm full administration of the settlement in accordance with the provisions
21 of Code of Civil Procedure § 384. Class counsel shall submit a compliance report no later than
22 **January 31, 2025**, which shall include the total amount that was actually paid to the class members
23 pursuant to the settlement. At the time of the compliance hearing, if necessary, the Court shall
24 amend the judgment to direct that the sum of the unpaid funds, plus interest as required by the
25 statute, be distributed as set forth in the Settlement Agreement.

26 12. The Parties are hereby ordered to implement and comply with the terms of the
27 Settlement. Notice of entry of this Order & Judgment shall be given to Class Counsel on behalf of
28 named Plaintiff and all Participating Class Members. It shall not be necessary to send physical
notice of entry of this Order or the ensuing final judgment to Class Members.

1 13. The Settlement Administrator shall be instructed to post notice of the Court’s Order
2 Granting Final Approval and Judgment on the Settlement Administrator’s website for a period of
3 at least 90 days. (Civ. Code § 1781(g); Cal. Rules of Ct., rule 3.771(b).)

4 **JUDGMENT IS HEREBY ENTERED.**

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6 Dated: 5/12/2022, ~~2022~~



7 _____
8 The Honorable Sonny Sandhu
9 Stanislaus County Superior Court Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA)
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) ss.
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COUNTY OF ALAMEDA)
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I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action; my business address is 212 9th St. Ste 314, Oakland, California 94607.

On May 10, 2022, I served the documents described as:

- **REVISED [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION & PAGA SETTLEMENT; FINAL JUDGMENT**

on Interested Parties at the following address(es):

Gabrielle M. Wirth (SBN 65410)
wirth.gabrielle@dorsey.com
Erica H. Chen (SBN 176663)
chen.eric@dorsey.com
DORSEY & WHITNEY LLP
600 Anton Boulevard, Suite 2000
Costa Mesa, CA 92626-7655
Telephone: (714) 800-1458
Facsimile: (714) 800-1499

Counsel for Defendant Semios USA, Inc.

BY ELECTRONICALLY SERVING the document via Odyssey eFileCA as described above on the recipients designated on the Transaction Receipt on the Odyssey eFileCA website.

BY MAIL: I am familiar with the firm’s practice of collecting and processing correspondence for mailing in the ordinary course of business. Under that practice, mail is deposited with the U.S. Postal Service on the day of service with postage thereon fully prepaid in Oakland, California. I deposited the document(s) described above in the U.S. Mail with postage paid on the service date.

BY EMAIL: I transmitted the document(s) described above by email to the email address(es) of the attorney(s) for Defendant(s) in this action.

1 [X] STATE: I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on May 10, 2022, at Oakland, California.

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Eric S. Trabucco

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