

1 **MAKAREM & ASSOCIATES, APLC**
 2 Ronald W. Makarem, Esq. (SBN 180442)
 3 makarem@law-rm.com
 4 Cameron Stewart, Esq. (SBN 140300)
 5 stewart@law-rm.com
 6 Daniel J. Bass, Esq. (SBN 287466)
 7 bass@law-rm.com
 8 11601 Wilshire Boulevard, Suite 2440
 9 Los Angeles, California 90025-1760
 10 Phone: (310) 312-0299; Fax: (310) 312-0296

FILED
 KERN COUNTY SUPERIOR COURT
 10/26/2022
 BY Villalon, Maribel
 DEPUTY

11 Attorneys for Plaintiff Maria Bacerra
 12 individually and on behalf of all others
 13 similarly situated

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 15 COUNTY OF KERN, METROPOLITAN DIVISION

16 MARIA BACERRA, individually and on
 17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 SUNRIDGE NURSERIES, INC. a California
 21 corporation, GLEN STROLLER, an
 22 Individual, and DOES 1 through 20, inclusive,

23 Defendants.

Case No.: BCV-19-102625

**~~PROPOSED~~ ORDER OF FINAL
 APPROVAL AND JUDGMENT**

Date: October 26, 2022
 Time: 8:30 a.m.
 Division: J

1 This matter came on for hearing on October 26, 2022, in Division J of the above-entitled
2 court located at 1215 Truxtun Ave Bakersfield, CA 93301, regarding Plaintiff Maria Bacerra
3 (“Plaintiff”) Notice of Motion and Motion for Final Approval of Class Action Settlement.

4 On July 14, 2022, the Court granted Plaintiffs’ Motion for Preliminary Approval of Class
5 Action Settlement (“Order Granting Preliminary Approval”), thereby preliminarily approving the
6 settlement of the above-captioned Action in accordance with the Class Action Settlement
7 Agreement (“Agreement”), which, together with the exhibits attached thereto, sets forth the terms
8 and conditions for settlement and judgment of the Action.

9 Having fully reviewed and considered the moving papers, and having analyzed the Class
10 Action Settlement Agreement (“Agreement”) between Plaintiff and Defendants Sunridge
11 Nurseries, Inc. and Glen Stroller (collectively “Defendants”), attached as Exhibit “A” to the
12 concurrently filed Declaration of Daniel Bass, **THIS COURT HEREBY MAKES THE**
13 **FOLLOWING ORDERS:**

14 1. All defined terms contained herein shall have the same meanings as those set forth
15 in the Agreement.

16 2. This Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the Action.

18 3. The Court finds that the applicable requirements of California Code of Civil
19 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
20 respect to the Class and the settlement. The Court hereby makes final its earlier provisional
21 certification of the class for settlement purposes, as set forth in the Order Granting Preliminary
22 Approval.

23 4. For purposes of final approval, Plaintiff is further appointed as Class
24 Representative, and Ronald W. Makarem, Cameron Stewart and Daniel J. Bass of Makarem &
25 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) are appointed as Class Counsel.

26 5. The Notice given to Class Members informed Class Members of all material
27 elements of the settlement and of their opportunity to object to or to seek exclusion from the
28 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient

4814-4130-2610.1

1 notice to all Class Members; and complied fully with the laws of the state of California, the United
2 States Constitution, due process and other applicable law. The Notice fairly and adequately
3 described the terms of the settlement and provided Class Members adequate instructions and a
4 variety of means to obtain additional information regarding the settlement.

5 6. Pursuant to California law, the Court hereby grants final approval to the settlement
6 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole. More
7 specifically, the Court finds that the settlement was reached following meaningful discovery and
8 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,
9 adversarial, and arm's-length negotiations between the parties; and that the terms of the settlement
10 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
11 evidence presented, including evidence regarding the strength of Plaintiffs' case; the risks,
12 expenses, and complexity of the claims presented; the likely duration of further litigation; the
13 amount offered in the settlement; the extent of investigation and discovery completed; and the
14 experience and views of Class Counsel. Further, the Court has considered the lack of objections
15 from the settlement by Class Members. Accordingly, the Court hereby directs that the settlement
16 be affected in accordance with the Agreement, and the following terms and conditions.

17 7. A full opportunity has been afforded to the Class Members to participate in this
18 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
19 Members also have had a full and fair opportunity to exclude themselves from the settlement and
20 Class. Accordingly, the Court determines that all Class Members who did not timely request
21 exclusion from the settlement are bound by this Order and Judgment.

22 8. It is hereby ordered that twenty (20) calendar days after the Effective Date,
23 Defendant shall deposit the Gross Settlement Amount of \$1,600,000.00 with the Settlement
24 Administrator to pay (1) the Class Attorney Fees and Expenses, as approved by the Court; (2) the
25 Incentive Award, as approved by the Court, (3) the Administrative Expenses, not to exceed
26 \$20,000 and as approved by the Court; (4) the aggregate of all Individual Settlement Amounts of
27 Class Participants; and (5) the Employer's Taxes and Required Withholding associated with the
28 Individual Settlement Amounts. Defendant shall separately pay their share of Employer Taxes to

4814-4130-2610.1

1 the Settlement Administrator prior to the distribution of the Individual Settlement Amounts to
2 Class Participants.

3 9. The Settlement Administrator shall make every effort to pay the Employee's Taxes
4 and Required Withholding associated with each Class Participant's Individual Settlement Amount
5 and mail the Individual Settlement Amount to each Class Participant, by first class U.S. mail, to
6 the last-known address no later than thirty (30) days after the Effective Date. Any funds associated
7 with checks that have not been cashed within 90 days, will become void and the Individual
8 Settlement Amount associated with the un-cashed check will be distributed pursuant to Code of
9 Civil Procedure section 384 to the Court Appointed Special Advocates for Children of Kern
10 County ("CASA of Kern County") which is approved as the *cy pres* beneficiary for any uncashed
11 funds.

12 10. It is hereby ordered that the Settlement Administrator, Phoenix Settlement
13 Administrators, shall issue payment to itself in the amount of \$12,950.00 for the services
14 performed and costs incurred in the administration of the settlement in accordance with the
15 Agreement and the terms and conditions of this Order.

16 11. The Court finds that the Incentive Award sought is fair and reasonable for the work
17 performed by named Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
18 Administrator issue the Incentive Award in the total amount of \$10,000 to Plaintiff Maria Bacerra.

19 12. The Court finds Class Counsel's request for attorneys' fees in the amount of
20 \$560,000 falls within the range of reasonableness, and the result achieved justifies the award
21 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
22 hereby ordered that the Settlement Administrator issue payment to Class Counsel, Makarem &
23 Associates in the amount of \$560,000 for attorneys' fees.

24 13. The Court finds that Class Counsel's request for litigation costs in the amount of
25 \$11,394.58 is reasonable, and is hereby approved. It is hereby ordered that the Settlement
26 Administrator issue payment to Class Counsel of \$11,394.58 to Makarem & Associates for
27 reimbursement of litigation costs.

28 14. With this final approval of the settlement, the Court hereby enters judgment by

4814-4130-2610.1

1 which, as of the Effective Date - defined in the Settlement Agreement- the Releasing Parties shall
2 be deemed to each release the Released Parties, and each of them, of and from any and all
3 Released Claims arising during the Class Period. “Releasing Parties” shall mean every Class
4 Participant and all persons purporting to act on their behalf or purporting to assert a claim under
5 or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries,
6 devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal
7 representatives, and successors-in-interest, whether individual, class, representative, legal,
8 equitable, direct or indirect, or any other type or in any other capacity. “Released Claims” means
9 any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against
10 Released Parties (as defined in the agreement), of whatever kind and nature, character, and
11 description, whether in law or equity, whether sounding in tort, contract, federal, state and/or
12 local law, statute, ordinance, regulation, common law, or other source of law, whether known or
13 unknown, and whether anticipated or unanticipated that were asserted in the Complaint or could
14 have been asserted in the Action that accrued during the Class Period and arising from the facts,
15 allegations, or legal theories set forth in the Complaint, including but not limited to the alleged
16 denial of meal periods and rest breaks; the alleged failure to pay overtime wages, including for
17 miscalculation of the regular rate of pay; the alleged failure to pay all minimum wages; the
18 alleged failure to pay minimum or overtime wages for all hours worked; the alleged failure to
19 properly paid piece rate wages; the alleged failure to provide separate compensation for rest
20 periods; the alleged failure to provide accurate itemized wage statements; the alleged failure to
21 timely pay all wages due during employment; the alleged failure to maintain required records;
22 and the alleged failure to timely and fully pay all wages due upon separation from employment.

23 15. After entry of this Order and Judgment, pursuant to California Rules of Court,
24 Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
25 terms of the Agreement, supervise and adjudicate settlement administration matters, and
26 adjudicate such post-Final Judgment matters as may be appropriate under court rules or as set
27 forth in the Agreement.

28 16. The Court sets a Final Compliance Hearing on June 14, 2023 at 8:30.m.

4814-4130-2610.1

1 in Division J of the above-entitled court for review and approval of a final compliance status
2 report due no later than five (5) court days in advance of the compliance hearing.

3 **IT IS SO ORDERED.**

4
5 Dated: Oct. 26, 2022



Signed: 10/26/2022 02:04 PM

Honorable Judge of the Superior Court

BCV-19-102625

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28