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FILED
KERN COUNTY
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BY _____ DEPUTY

ENDORSED

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12 similarly situated persons, and the general public

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR COUNTY OF KERN**

16 JORGE DIAZ and JOSE FIDEL CELIO, on
17 behalf of themselves and all similarly situated
18 persons, and the general public;

19 Plaintiffs,

20 vs.

21 GREENVIEW FARMING, INC.; ILLUME
22 AGRICULTURE LLC; D & J FARM
23 MANAGEMENT, a business organization, form
24 unknown; and DOES 1 through 50, inclusive;

25 Defendants.

Case Number: BCV-21-101000-TSC

AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Date: September 6, 2023
Time: 08:30 a.m.
Dept.: 17
Judge: Hon. Thomas S. Clark

1 On September 6, 2023, the Court held a hearing on Plaintiff Jorge Diaz's and Jose Fidel Celio's
2 ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement between Plaintiffs and
3 Defendants Greenview Farming, Inc. ("Greenview") and Illume Agriculture LLC ("Illume") (collectively
4 "Defendants"). Plaintiffs and Defendant may sometimes be referred to herein this Order collectively as
5 the "Parties" or individually as "Party."

6 Due and adequate notice having been given to Class Members, and the Court having considered
7 the Class Action and PAGA Settlement (the "Settlement Agreement" or "Settlement" or "Agreement")
8 reached and entered into by and between the Parties, all of the legal authorities and documents submitted
9 in support thereof, all papers filed and proceedings had herein, all oral and written comments received
10 regarding the proposed settlement, and having reviewed the record in this litigation, and good cause
11 appearing, the Court **GRANTS** final approval of the Settlement and **ORDERS AND MAKES THE**
12 **FOLLOWING FINDINGS AND DETERMINATIONS:**

13 1. All terms, provisions, and conditions used and set forth in this Order Granting Final
14 Approval of Class Action and PAGA Settlement (the "Order") shall have the same meanings, definitions,
15 and uses as those same or similar terms, provisions, and conditions as used and/or defined under the
16 Parties' Settlement Agreement.¹

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Agreement and as follows:

21 *"All individuals who are or were employed by Greenview as a non-exempt employee or in a similar*
22 *position at Illume in the State of California at any time during the Class Period and worked at*
23 *least one shift in California for or on behalf of Greenview at Illume from May 3, 2017, through*
24 *March 20, 2023."*

25 4. For settlement purposes only, the Court finds that the PAGA Settlement Class is
26 defined as set forth under the Agreement and as follows:

27 _____
28 ¹ A true and correct copy of the Executed Settlement Agreement is already a part of the Court's record as Exhibit A to the Declaration of Amir Seyedfarshi in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Accordingly, the Settlement Agreement attached thereto is made a part of and to be incorporated into this Order, as if attached to and/or fully set forth hereunder, by this reference.

1 *"All individuals who are or were employed by Greenview as a non-exempt employee or in*
2 *a similar position at Illume in the State of California at any time during the PAGA Period*
3 *[April 1, 2020, through March 20, 2023]."*

4 5. The Court finds that May 3, 2017 through March 20, 2023, is the "Class Period" applicable
5 to this instant action.

6 6. The Court finds that April 1, 2020, through March 20, 2023, is the "PAGA Period"
7 applicable to this instant action.

8 7. The Court finds that there were approximately 4,365 Class Members during the Class
9 Period, and that there were approximately 2,159 PAGA Settlement Class Members during the PAGA
10 Period.

11 8. The Court deems the Class definition sufficient for the purpose of California Rule of Court
12 3.765(a) and for the purpose of effectuating the Settlement.

13 9. The Court finds that an ascertainable class of approximately 4,365 Class Members exists
14 and a well-defined community of interests exists in the questions of law and fact involved because in the
15 context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims
16 of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and
17 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
18 protected the interest of the Class Members.

19 10. The Court is satisfied that Phoenix Class Action Solution, Inc. ("Phoenix"), which
20 functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a
21 manner that complies with California Rule of Court 3.766. The Class Notice informed all Class Members
22 of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit
23 a request for exclusion or opt-out of the Settlement reached by the Parties, their rights to comment on or
24 object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding
25 approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these
26 procedures.

27 11. No Class Member filed or submitted a written objection or comment to the Settlement as
28 part of the notice process or prior to the deadline set forth in the notice related documents provided to the

1 Class.

2 12. No Class Member requested to be excluded or opt-out from the Settlement as part of this
3 notice process or prior to the deadline set forth in the notice related documents provided to the class.

4 13. No Class Member filed a written statement of intention to appear at the Final Approval
5 Hearing.

6 14. As a result, all Class Members shall be subject to all applicable terms, provisions,
7 conditions, and releases set forth under the Settlement Agreement.

8 15. The Court hereby approves the terms set forth in the Settlement Agreement, including, but
9 not limited to, the \$365,000.00 Gross Settlement Amount, and finds that the Settlement Agreement is, in
10 all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of
11 the California Code of Civil Procedure, the California and United States Constitutions, including the Due
12 Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of
13 each of the Parties and Class Members.

14 16. The Court directs the Parties to effectuate the Settlement Agreement according to its terms,
15 provisions, and conditions, and declares this Settlement Agreement to be binding on all Class Members.

16 17. The Court finds that the Settlement Agreement has been reached as a result of informed
17 and non-collusive arm's -length negotiations. The Court further finds that the Parties have conducted
18 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
19 positions.

20 18. The Court also finds that Settlement now will avoid additional and potentially substantial
21 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
22 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
23 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
24 Members.

25 19. The Settlement Agreement is not an admission of liability, guilt, fault, or wrongdoing, in
26 any manner, by Defendant as to any claims, causes of action, allegations, wrongdoing, or contended
27 violations asserted or could have been asserted under Plaintiffs' operable complaint or placed at issue in
28 this action, nor is this Order a finding, ruling, order, or judgment as to the validity, sufficiency, or actuality

1 of any claims, causes of action, allegations, contended violations, or any wrongdoing by Defendant.
2 Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken
3 to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
4 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

5 20. The Court confirms Jorge Diaz and Jose Fidel Celio as Class Representatives and finds
6 them to be adequate.

7 21. The Court confirms Farrah Mirabel of Law Offices of Farrah Mirabel and Amir
8 Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each of them to be
9 adequate, experienced, and well-versed in similar class action litigation.

10 22. The terms of the Agreement, including the Gross Settlement Amount of **\$365,000.00**, and
11 the individual Settlement Amounts, are fair, adequate, and reasonable to the Class and to each Class
12 Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to this
13 Order. The Court approves the following allocations, which fall within the ranges stipulated by and
14 through the Settlement Agreement:

- 15 a. The **\$50,000.00**² designated for payment to Phoenix, the Settlement Administrator, is fair
16 and reasonable. The Court grants final approval of, and orders the Parties to make, said
17 payment to the Settlement Administrator, \$35,000.00 of which will be from the Gross
18 Settlement Amount in accordance with the Agreement, and \$15,000.00 paid directly by
19 Defendant per the joint stipulation signed by the parties on March 10, 2023.
- 20 b. The **\$127,750.00** requested by Plaintiffs and Class Counsel for the Class Counsel's
21 attorneys' fees is fair and reasonable considering the benefit obtained for the Class. The
22 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
23 made from the Gross Settlement Amount in accordance with the Agreement.
- 24 c. The Court awards **\$10,556.07** in litigation costs, an amount which the Court finds to be
25 reflective of the reasonable costs incurred. The Court grants final approval and orders the
26 Class Counsel Litigation Expenses Payment in this amount to be made from the Gross

27
28 ² Joint Stipulation to Approve Supplemental Notice by Publication and Increase Settlement Administration Costs,
executed by Parties on March 10, 2023, states that administrative expenses (as defined in the Settlement Agreement)
be updated and increased from \$30,000.00 to \$35,000.00, such that Defendant is required to pay remaining
outstanding balance of Phoenix's updated bid in an amount not to exceed \$15,000.00.

1 Settlement Amount in accordance with the Agreement and divided between counsel in
2 proportion with their respective costs and expenditures.³

3 d. The **\$20,000.00** requested by Plaintiffs (\$10,000.00 for each Named Plaintiff) for their
4 Incentive Awards is fair and reasonable. The Court grants final approval and orders the
5 Incentive Awards to be made from the Gross Settlement Amount in accordance with the
6 Agreement.

7 e. The Court grants final approval of the **\$18,250.00** PAGA Payment, 75% of which
8 (\$13,687.50) shall be paid to the LWDA and 25% of which (\$4,562.50) shall be paid to the
9 PAGA Settlement Class, and orders said payments to be made from the Gross Settlement
10 Amount in accordance with the Agreement.

11 23. The Court orders the Parties to comply with and carry out all terms, provisions, and
12 conditions of the Settlement Agreement, to the extent that the terms thereunder do not contradict or
13 conflict with this Order, in which case the provisions of this Order shall take precedence and supersede
14 the Settlement Agreement.

15 24. Nothing in the Settlement or this Order purports to extinguish or waive Defendants' rights
16 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
17 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
18 is not an admission by Defendants, nor is this Order or the subsequent Judgment that Plaintiffs have asked
19 the Court to enter based on this Order a finding of the validity of any allegations against Defendants in
20 the Court proceeding or any wrongdoing by Defendants. Neither the Settlement nor this Order or the
21 subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or
22 proceeding other than for settlement purposes.

23 25. All Plaintiffs, Class Members, and all other Releasing Parties shall be bound by the
24 Settlement and this Order, including the Release of Released Claims⁴ in favor of Defendants and the other
25 Released Parties⁵ as set forth in the Agreement, and are permanently barred, estopped, and enjoined from

26 ³ The Settlement Agreement contemplates litigation cost reimbursement in the amount of \$15,000.00 which was already
27 preliminarily approved by this Court and noticed to the Class; however, Plaintiffs' counsel is only requesting reimbursement
of litigation costs in the amount of \$10,556.07, with the balance added to the Net Settlement Amount to be distributed to the
Class Participants.

28 ⁴ "Released Claims" means and includes a release of all claims as identified and set forth under relevant provisions of the
Settlement Agreement, including Section 1.38 of the Settlement, of which are incorporated herein by this reference.

⁵ "Released Parties" means Defendant and all other parties to be released as set forth under relevant provisions of the Settlement

1 prosecuting against Defendants and the other Released Parties any and all such released and discharged
2 Released Claims as defined and set forth under the Settlement Agreement.

3 26. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
4 provided in the Settlement Agreement.

5 27. Individual Settlement Payment checks shall remain negotiable and/or able to be cashed for
6 180 days from the date of issuance. Any funds associated with checks that have not been negotiated or
7 cashed within the 180-day period will become void and the individual settlement amount associated with
8 the uncashed check or checks shall be distributed pursuant to Code of Civil Procedure Section 384 to the
9 California State Controller's Unclaimed Property Funds.

10 28. Within ten (10) days after the Court has held the Final Approval Hearing and entered this
11 Final Order certifying the Class for settlement purposes only and approving the Class Settlement, the
12 Settlement Administrator shall give notice to the Settlement Class Members pursuant to Rule 3.771(b) of
13 the California Rules of Court by posting a copy of this Order and Final Judgment issued by the Court on
14 its website (address of which was included in the Class Notice).

15 29. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
16 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
17 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
18 administration matters, and addressing such post-Judgment matters as may be appropriate under court
19 rules or applicable law.

20 30. Plaintiffs or the Settlement Administrator shall file with the Court a report regarding the
21 status of distribution within One Hundred Eighty (180) days after distribution of all Settlement Funds to
22 Class Members in accordance with the terms, provisions, and conditions of the Settlement Agreement.

23 31. The Court hereby sets a hearing date of September 19, 2024, at 8:30 am for a hearing on
24 the final accounting and distribution of settlement funds.

25 **IT IS SO ORDERED.**

26 DATED: 9-6-23

27 
28 HON. THOMAS S. CLARK
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

Agreement, of which are incorporated herein by this reference.