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9

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 05 2020

BY   
JESSICA MORALES, DEPUTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 WILMER BUSTOS, individually, and on  
behalf of other members of the general public  
13 similarly situated and on behalf of other  
aggrieved employees pursuant to the California  
14 Private Attorneys General Act; ROSA  
RAMIREZ, individually, and on behalf of  
15 other members of the general public similarly  
situated;

16 Plaintiffs,

17 vs.

18 TROPICALE FOODS, INC., a California  
19 corporation; and DOES 1 through 100,  
20 inclusive,

21 Defendants.

Case No.: CIVDS1915805

Honorable David S. Cohn  
Department S26

**CLASS ACTION**

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

Date: July 30, 2020  
Time: 9:30 a.m.  
Department: S26

Complaint Filed: May 24, 2019  
FAC Filed: November 13, 2019  
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the  
2 above-entitled Court, located at San Bernardino Justice Center, 247 West Third Street, San  
3 Bernardino, California 92415, on Plaintiffs Wilmer Bustos and Rosa Ramirez's (together,  
4 "Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,  
5 and Enhancement Payments ("Motion for Final Approval"). Lawyers for Justice, PC and  
6 Protection Law Group, LLP appeared on behalf of Plaintiffs, and Fisher & Phillips, LLP  
7 appeared on behalf of Defendant Tropicale Foods, Inc. ("Defendant").

8 On February 19, 2020, the Court entered the Order Granting Preliminary Approval of  
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of  
11 Class Action and PAGA Settlement Between Plaintiffs and Defendant ("Settlement,"  
12 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set  
13 forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
15 oral argument, and good cause appearing,

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

17 1. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement and the Preliminary Approval Order.

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

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
24 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

25 The Class is hereby defined to include:

26 All non-exempt employees who worked for Defendant in the State of  
27 California at any time during the period from May 24, 2015 through February  
28 19, 2020 ("Class" or "Class Members").

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1           4.       The Notice of Class Action Settlement (“Class Notice”), Claim Form, and pre-  
2 paid, self-addressed (Business Return Mail) envelope (together, “Notice Packet”), that were  
3 provided to the Class Members, fully and accurately informed the Class Members of all material  
4 elements of the Settlement and of their opportunity to participate in, object to or comment  
5 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the  
6 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
7 with the laws of the State of California, the United States Constitution, due process and other  
8 applicable law. The Notice Packet fairly and adequately described the Settlement and provided  
9 the Class Members with adequate instructions and a variety of means to obtain additional  
10 information.

11           5.       Pursuant to California law, the Court hereby grants final approval of the  
12 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a  
13 whole. More specifically, the Court finds that the Settlement was reached following meaningful  
14 discovery and investigation conducted by Lawyers *for* Justice, PC and Protection Law Group,  
15 LLP (together, “Class Counsel”); that the Settlement is the result of serious, informed,  
16 adversarial, and arms-length negotiations between the parties; and that the terms of the  
17 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has  
18 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’  
19 claims; the risk, expense, and complexity of the claims presented; the likely duration of further  
20 litigation; the amount offered in the Settlement; the extent of investigation and discovery  
21 completed; and the experience and views of Class Counsel. The Court has further considered the  
22 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court  
23 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and  
24 the following terms and conditions.

25           6.       A full opportunity has been afforded to the Class Members to participate in the  
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
28 the Settlement. Accordingly, the Court determines that all Class Members who did not timely

1 and validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final  
2 Approval Order and Judgment.

3 7. The Court finds that Class Members, Martin Medina, Jose Amparo, and Gabriel  
4 Renteria, have timely and validly opted out of the Settlement and will not be bound by this Final  
5 Approval Order and Judgment.

6 8. The Court finds that payment of Settlement Administration Costs in the amount of  
7 \$10,447.00 is appropriate for the services performed and costs incurred and to be incurred for the  
8 notice and settlement administration process. It is hereby ordered that the Settlement  
9 Administrator, Atticus Administration, LLC, shall issue payment to itself in the amount of  
10 \$10,447.00, in accordance with the terms and methodology set forth in Settlement Agreement.

11 9. The Court finds that the Enhancement Payments sought are fair and reasonable  
12 for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the  
13 Settlement Administrator issue payments in the amount of \$10,000.00 each to Plaintiffs Wilmer  
14 Bustos and Rosa Ramirez for their Enhancement Payments, according to the terms and  
15 methodology set forth in the Settlement Agreement.

16 10. The Court finds that the allocation of \$30,000.00 toward penalties under the  
17 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
18 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
19 Payment as follows: the amount of \$22,500.00 to the California Labor and Workforce  
20 Development Agency, and the amount of \$7,500.00 to be included in the Net Settlement Amount  
21 that will be available for distribution to Class Members who did not submit a timely and valid  
22 Request for Exclusion (“Settlement Class Members”) and were either employed by Defendant as  
23 of February 19, 2020 (“Current-Employee Class Members”) or, if they were not employed by  
24 Defendant as of February 19, 2020 (“Former-Employee Class Members”), submitted a timely  
25 and valid Claim Form to the Settlement Administrator (together “Claimants”).

26 11. The Court finds that the request for attorneys’ fees in the amount of \$511,000.00  
27 to Class Counsel falls within the range of reasonableness, and the results achieved justify the  
28 award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and

1 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator  
2 issue payment in the amount of \$511,000.00 to Class Counsel for attorneys' fees, in accordance  
3 with the terms and methodology set forth in the Settlement Agreement, as follows: \$471,000 to  
4 *Lawyers for Justice, PC* and \$40,000.00 to Protection Law Group, LLP.

5 12. The Court finds that reimbursement of litigation costs and expenses in the amount  
6 of \$24,506.45 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
7 Settlement Administrator issue payment in the amount of \$24,506.45 to Class Counsel for  
8 reimbursement of litigation costs and expenses, in accordance with the terms and methodology  
9 set forth in the Settlement Agreement, as follows: \$22,147.84 to *Lawyers for Justice, PC* and  
10 \$2,358.71 to Protection Law Group, LLP.

11 13. The Court hereby enters Judgment by which Settlement Class Member shall be  
12 conclusively determined to have given a release of any and all Released Claims against the  
13 Released Parties, as set forth in the Settlement Agreement and Notice Packet.

14 14. It is hereby ordered that Defendant shall deposit the settlement funds into an  
15 account established by the Settlement Administrator within fourteen (14) calendar days after the  
16 Effective Date, in accordance with the terms and methodology set forth in the Settlement  
17 Agreement.

18 15. It is hereby ordered that the Settlement Administrator shall distribute Individual  
19 Settlement Payments to the Claimants within fourteen (14) calendar days after the Settlement  
20 Administrator receives the funds from Defendant, according to the methodology and terms set  
21 forth in the Settlement Agreement.

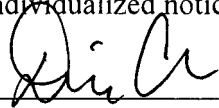
22 16. The funds associated with Individual Settlement Payment checks that have not  
23 been cashed or negotiated within one hundred eighty (180) calendar days from the date of their  
24 issuance shall be paid out to the Legal Aid Society of San Bernardino.

25 17. After entry of this Final Approval Order and Judgment, pursuant to California  
26 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
27 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,  
28 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise

1 and adjudicate any dispute arising from or in connection with the distribution of settlement  
2 benefits.

3 18. Notice of entry of this Final Approval Order and Judgment shall be given to the  
4 Class Members by posting a copy of the Final Approval Order and Judgment on Atticus  
5 Administration, LLC's website for a period of at least sixty (60) calendar days after the date of  
6 entry of this Final Approval Order and Judgment. Individualized notice is not required.

7 Dated: 8/5/20

  
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8 HONORABLE DAVID S. COHN  
9 JUDGE OF THE SUPERIOR COURT

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