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County of Monterey
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BARBOZA RUIZ, and PURESА RESENDIS,

on behalf of themselves and all others similarly situated

and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

LLUVIANA RUIZ, JESUS BARBOZA

RUIZ, and PURESА RESENDIS, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

KLEEN HARVEST, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21CV002319

[Assigned for all purposes to the Hon. Thomas
W. Wills in Dept. 15]

~~[PROPOSED]~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court on November 28, 2024 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re:
4 Class Action and Representative Action Settlement (“Settlement,” “Agreement” or “Settlement
5 Agreement”) submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
19 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by
20 Kleen Harvest, Inc. (“Defendant”), either directly or through any subsidiary, staffing agency, or
21 professional employer organization, as hourly-paid, non-exempt employees at any time between
22 July 21, 2017, through July 23, 2023 (“Class Period”).

23 5. “Plaintiffs” refers to plaintiffs Lluviana Ruiz, Jesus Barboza Ruiz, and Puresa Resendis.

24 6. The parties released shall include: Defendant and each of its past, present and future
25 respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including,
26 without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
27 present or future officers, directors and employees) predecessors, successors, and assigns.

28 ///

1 7. Effective only upon the entry of this Order, entry of Judgment and payment by
2 Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers
3 Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members fully
4 release and forever discharge all claims, rights, demands, liabilities and causes of action that are
5 alleged, or reasonably could have been alleged based on the facts and claims asserted in the
6 Operative Complaint that were and could have been pled in the Operative Complaint based on facts
7 and allegations made therein for violation of Labor Code sections, including but not limited to, 201,
8 202, 203, 226, 226.2, 226.7, 510, 512, 558, 1174.5, 1194, 1197, 2802, the applicable IWC Wage
9 Order, and Business and Professions Code section 17200 that accrued during the Class Period,
10 against the Released Parties.

11 8. Upon the date of entry of this Order, entry of Judgment, and payment by Defendant to
12 the Settlement Administrator of the full Gross Settlement Amount, the LWDA and the Aggrieved
13 Employees, including Plaintiffs, fully release and forever discharge the Released Parties from any
14 and all claims, rights, demands, liabilities and causes of actions for Private Attorneys General Act
15 ("PAGA") civil penalties that are alleged, or reasonably could have been alleged based on the facts
16 and claims asserted in the Operative Complaint, including, but are not limited to: violations of
17 California Labor Code sections 96, 98.6, 201 to 204, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5,
18 246 *et seq.*, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802,
19 2810.5 and the applicable California Industrial Welfare Commission Wage Orders, which may have
20 arisen during the PAGA Period. As a result of this release, the Aggrieved Employees will be unable
21 to bring a claim under, or recover in any other claim brought under PAGA for any violations of the
22 Released PAGA Claims that took place during the PAGA period.

23 9. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
24 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement
25 Agreement and the other matters set forth herein have been completed in conformity with the
26 Preliminary Approval Order, including individual notice to all Class Members who could be
27 identified through reasonable effort, and was the best notice practicable under the circumstances.
28 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth

1 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
2 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

3 10. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
4 objected to the Settlement.

5 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
6 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
7 settlement under California law, including the provisions of Code of Civil Procedure section 382
8 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
9 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

10 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
11 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
12 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
13 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
14 that the Parties have conducted extensive and costly investigation and research, and counsel for the
15 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
16 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
17 be presented by the further prosecution of this Action. The Court has noted the significant benefits
18 to the Class Members under the Settlement. The Court also finds that the class is properly certified
19 as a class for settlement purposes only.

20 13. The Court approves plaintiffs Lluviana Ruiz, Jesus Barboza Ruiz, and Puresa Resendis
21 as class representatives.

22 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
23 as Class Counsel.

24 15. The Court approves ILYM Group, Inc. ("ILYM"), as the Settlement Administrator.

25 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
26 \$131,250.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
27 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$18,684.05
28 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the

1 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
2 Agreement.

\$5,000

3 17. The Court hereby approves enhancement award of ~~\$7,500.00~~ to plaintiff Lluviana Ruiz,
4 \$5,000.00 to plaintiff Jesus Barboza Ruiz, and \$5,000.00 to plaintiff Puresa Resendis, for a total of
5 \$17,500.00 to Plaintiffs, in consideration of their time, effort and risk incurred on behalf of the
6 Settlement Class, and for providing a general release and a waiver of rights pursuant to California
7 Civil Code section 1542. The enhancement award will be paid to Plaintiffs by the Settlement
8 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

9 18. The Court hereby approves the Settlement Administrator's cost in the amount of
10 \$11,500.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
11 administration of the settlement from the Gross Settlement Amount.

12 19. The Court hereby approves the PAGA penalties amount of \$20,000.00, of which
13 \$15,000.00 shall be paid to the LWDA and the remaining \$5,000.00 to be distributed to the
14 "Aggrieved Employees", defined as Class Members working for Defendant, as non-exempt, hourly-
15 paid employees at any time between July 10, 2020 through July 23, 2023 ("PAGA Period").

16 20. The Net Settlement Amount of \$176,065.95 available to pay Settlement Class Members
17 was determined by subtracting the requested Class Counsel attorneys' fees (\$131,250.00), Class
18 Counsel's costs (\$18,684.05), enhancement award to Plaintiffs ~~(\$17,500.00)~~ ^{\$15,000}, the PAGA penalties
19 (\$20,000.00), and costs of settlement administration (\$11,500.00) from the Gross Settlement
20 Amount (\$375,000.00).

21 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
22 costs in connection with this matter.

23 22. Defendant shall pay the Gross Settlement Amount no later than twenty-one (21) days of
24 the Final Approval Date, as defined in the Agreement, including Employer Taxes to the Settlement
25 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing
26 qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in
27 accordance with the Agreement and the Court's Orders and subject to the conditions described in
28 the Agreement.

1 23. Within 14 calendar days after payment of the full Gross Settlement Amount and
2 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
3 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiffs, as specified
4 in the Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to
5 Class Counsel, as specified in the Agreement and approved by the Court; (3) the Settlement
6 Administrator Costs, as specified in the Agreement and approved by the Court; (4) the LWDA
7 Payment, as specified in the Agreement and approved by the Court; (5) Individual PAGA Payments
8 to Aggrieved Employees, as specified in the Agreement and approved by the Court; and (6)
9 Individual Settlement Payments to Participating Class Members, less applicable taxes and
10 withholdings, as specified in the Agreement and approved by the Court. All interest accrued shall
11 be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class
12 Members based on the number of Workweeks worked by them in the Class Period.

13 24. Participating Class Members will receive an Individual Settlement Payment and
14 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment
15 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
16 (180) calendar days after the date of their issuance. Subject to the requirements of California Civil
17 Procedure section 384, within seven (7) calendar days after expiration of the 180-day period, checks
18 for such payments shall be canceled and funds associated with such checks shall be transmitted to
19 the Food Bank for Monterey County, the *cypres* recipient, for use in Monterey County.

20 25. The Court finds that the class settlement on the terms set forth in the Settlement
21 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
22 the released claims against Defendant.

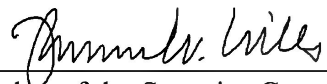
23 26. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
24 for July 11, 2025, at 8:30 am, in Department 15 of the above entitled Court. At
25 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that
26 the claims have been paid and that administration of all the terms and conditions of the class action
27 settlement have been completed. ~~Should the Court find that said declaration has sufficiently~~
28

1 ~~evidenced full and complete administration of the class action settlement, the Hearing Re. Final~~
2 ~~Administration of the Class Action Settlement will go off calendar.~~

3 27. Without affecting the finality of the Judgment in any way, this Court hereby retains
4 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
5 and all orders and judgments entered in connection therewith.

6 **IT IS SO ORDERED.**

7
8 Dated: December 2, 2024



Judge of the Superior Court

THOMAS W. WILLS