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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

JUVENAL GAONA VARGAS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

JOE CARMONA dba J S J LABOR SERVICE, an
individual; KLINK CITRUS ASSOCIATION, a
California corporation; and DOES 1 through 100,

Defendants.

Case No. VCU282081

*[Assigned for all purposes to the Hon.
Nathan D. Ide, Dept. 02]*

**~~[PROPOSED]~~ FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGEMENT**

Date: June 27, 2022
Time: 8:30 a.m.
Dept.: 02

Complaint Filed: February 13, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on June 27, 2022, at 8:30 a.m.
2 pursuant to California Rule of Court 3.769 and this Court's March 8, 2022 Order Granting Motion
3 for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the Parties' Stipulation of Settlement (the "Settlement" or "Settlement Agreement")
5 attached as Exhibit 1 to the Supplemental Declaration of Daniel J. Brown In Support of Plaintiff's
6 Motion for Preliminary Approval of Settlement, filed on February 3, 2022, and the submissions
7 of counsel, and recognizing the sharply disputed factual and legal issues involved in this case, the
8 risks of further prosecution and the benefits to be received by the Class pursuant to the Settlement,
9 the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
10 adequate, and is the product of good faith, arm's-length negotiations between the Parties.

11 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
12 that assigned to them in the Settlement.

13 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
14 Approval of Class Action Settlement and ORDERS as follows:

15 1. The conditional class certification contained in the Preliminary Approval Order is
16 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
17 Class consisting of:

18 All current and former non-exempt employees of Defendant Joe Carmona dba J S J Labor
19 Service who performed work for Defendant Klink Citrus Association in California at any
20 time during the period of February 13, 2016, through October 24, 2021.

21 2. Plaintiff Juvenal Gaona Vargas is hereby confirmed as Class Representative, and
22 Daniel J. Brown of Stansbury Brown Law, PC is hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on March 8, 2022, and the notice process has been
25 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
26 notice was the best notice practicable under the circumstances. The Class Notice provided due
27 and adequate notice of the proceedings and matters set forth herein, informed Class Members of
28 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),

1 California Rule of Court 3,769, and due process.

2 4. The Court finds that no Class Member objected to the Settlement and only two
3 Class Members opted-out of the Settlement, and that the 99.45% participation rate in the
4 Settlement supports final approval. The two (2) individuals who opted out are: Juan Nava Sonido
5 and Cristina Cisneros.

6 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
8 terms.

9 6. For purposes of settlement only, the Court finds that (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
14 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
15 interests of the Class Members; (e) a class action is superior to other available methods for an
16 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
17 for the Class Representative and the Settlement Class.

18 7. The Court finds that given the absence of objections, and objections being a
19 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
20 notice of entry.

21 8. The Court orders that the Maximum Settlement Amount of Two Hundred Thirty-
22 Seven Thousand Five Hundred Dollars and Zero Cents (\$237,500.00) shall be deposited with the
23 Settlement Administrator, Phoenix Settlement Administrators (“Phoenix”), as provided in the
24 Settlement.

25 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
26 shall be distributed to the California Controller’s Office Unclaimed Property Division with an
27 identification of the Settlement Class Member to whom the funds belong, in accordance with
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California Code of Civil Procedure section 384.

10. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Awards in conformity with the terms of the Settlement. The Court further orders that if any of the Settlement Class Members are Defendants' current employees and the Settlement Award mailed to those current employees is returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendants to have those Settlement Awards delivered to the employees at their place of employment.

11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for Plaintiff Juvenal Gaona Vargas is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of \$79,166.67, and actual litigation costs of \$15,862.23 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement and by no later than the date that the Settlement Administrator disperses Individual Settlement Awards.

13. The Court finds that a payment to the Labor & Workforce Development Agency ("LWDA") in the amount of \$7,500.00 for the LWDA's share of civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$7,750.00 from the Maximum Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the

1 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately,
2 and in addition to, the Maximum Settlement Amount.

3 16. The Court finds and determines that upon satisfaction of all obligations under the
4 Settlement and this Order, all Settlement Class Members, except Juan Nava Sonido and Cristina
5 Cisneros, who submitted valid requests for exclusion, will be bound by the Settlement and will
6 have released the Released Claims as set forth in the Settlement.

7 17. Settlement is not an admission by Defendants, nor is this Order and Final
8 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.
9 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
10 any action taken to carry out the Settlement, shall be construed or deemed an admission of
11 liability, culpability, or wrongdoing on the part of Defendants.

12 18. As of the date of this Order and Final Judgment, Plaintiff and every member of
13 the Settlement Class except Juan Nava Sonido and Cristina Cisneros, who submitted valid
14 requests for exclusion, shall be deemed to have released and discharged Defendants, their past
15 and present officers, directors, shareholders and employees (collectively the “Released Parties”)
16 for all claims that were pled or could have been pled based on the factual allegations in the first
17 amended complaint (“FAC”), including: (a) minimum wage violations; (b) failure to pay all
18 overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse
19 necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g)
20 waiting time penalties; (h) all claims arising out of unfair business practices under Business &
21 Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled
22 or could have been pled based on the factual allegations in the FAC; and (i) all claims for civil
23 penalties under the PAGA, that could have been premised on the claims that were pled or could
24 have been based on the factual allegations in the FAC (collectively, the “Released Claims”). For
25 members of the Settlement Class who did not validly opt out, the release period shall run from
26 February 13, 2016, to October 24, 2021 (“Class Period”).

27 Plaintiff and all Settlement Class Members who were employed by Defendants in
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1 California at any time from February 13, 2019 through October 24, 2021, will not have the
2 opportunity to opt out or object to the PAGA Amount, as described in section 3(B)(5) of the
3 Settlement, and/or release of PAGA claims set forth in the Settlement. Notwithstanding the
4 paragraphs above nor anything else in the Settlement, Plaintiff's waiver and release in the
5 Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including,
6 but not limited to, workers' compensation claims, pending or otherwise; and (ii) rights or claims
7 arising out of this Settlement.

8 19. The releases identified herein shall be null and void should the Settlement not be
9 fully funded.

10 20. This document shall constitute a final judgment pursuant to California Rule of
11 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
12 approval hearing, the court must make and enter judgment. The judgment must include a
13 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
14 judgment. The court may not enter an order dismissing the action at the same time as, or after,
15 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
16 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

17 21. The Settlement Class Members will be provided notice with their Individual
18 Settlement Awards that the Final Order and Judgment is posted on the Settlement Administrator's
19 website: www.phoenixclassaction.com/GaonaVargasJSJ.

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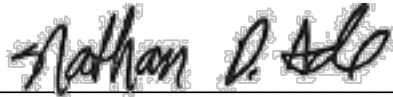
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1 22. The Settlement Administrator shall file a declaration regarding the disbursement
2 of Settlement funds on or before January 23, 2023, and the date for the Final Report
3 (Nonappearance) Hearing shall be set for January 30, 2023. The declaration shall state the date
4 the checks were mailed, the total number of checks mailed to Settlement Class Members, the
5 average amount of those checks, the number of checks that remain uncashed, the total value of
6 those uncashed checks, the average amount of the uncashed checks, and the nature and date of
7 the disposition of those unclaimed funds.

8 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

9 Dated: _____, ~~2022~~
10 06/27/2022



Honorable Nathan D. Ide
Judge of the Superior Court