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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

06/21/2022

STEPHANIE CAMERON, CLERK
Nicole Renteria, Deputy

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.

CAL-CITRUS LABOR SERVICE, INC., a
California corporation; CECELIA PACKING
CORPORATION, a California corporation;
FANCHER CREEK PACKING, INC., a California
corporation; VISALIA CITRUS PACKING
GROUP, INC., a California corporation; and
DOES 1 through 100,

Defendants.

Case No. VCU282013

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

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

Date: May 23, 2022
Time: 8:30 a.m.
Dept.: 02

Complaint Filed: February 7, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on May 23, 2022, at 8:30 a.m.
2 pursuant to California Rule of Court 3.769 and this Court's January 28, 2022 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the Parties' Stipulation of Settlement (the "Settlement" or "Settlement
5 Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown In Support of Plaintiff's
6 Motion for Preliminary Approval of Settlement, filed on January 5, 2022, and the submissions of
7 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 Cal-Citrus Labor Service,
19 Inc. in California who were subject to Wage Order 14 and performed work for five days
20 or more for Defendants Cecelia Packing Corporation, and/or Fancher Creek Packing, Inc.
and/or Visalia Citrus Packing Group, Inc., at any time during the period of February 7,
2016, to April 26, 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 January 28, 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
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1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
2 California Rule of Court 3,769, and due process.

3 4. The Court finds that no Class Member objected to the Settlement and only eight
4 Class Members opted-out of the Settlement, and that the 99.26% participation rate in the
5 Settlement supports final approval. The eight (8) individuals who opted out are: Christian Avila,
6 Ignacio Avila Lozano, Ignacio Ayala-Avila, Constanza Ayala-Avila, Samara Castellanos,
7 Agustin Cisneros, Diego Cisneros, and Leopoldo Mejia.

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

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

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

23 8. The Court orders that the Maximum Settlement Amount of Six Hundred Twenty-
24 Five Thousand Dollars and Zero Cents (\$625,000.00) shall be deposited with the Settlement
25 Administrator, Phoenix Settlement Administrators (“Phoenix”), as provided in the Settlement.

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

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

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

16 12. Class Counsel has provided multiple declarations in support of their requests for
17 attorney fees representing 33.3% of \$625,000.00, as forth in the settlement and class notice, or
18 \$208,125.00. Counsel represents that 225.7 attorney hours at a rate of \$468.00 has been spent.
19 The lodestar amount is therefore \$105,627.00 providing for a positive multiplier of 1.97 of the
20 requested fees. However, the Court, at the preliminary approval hearing, approved attorneys' fees
21 at a multiplier of 1.4, or based on the lodestar amount provided by counsel, \$147,877.00.
22 Therefore, the Court finds attorneys' fees in the amount of \$147,877.00, and actual litigation
23 costs of \$8,139.54 for Class Counsel, are fair, reasonable, and adequate, and orders that the
24 Settlement Administrator distribute these payments to Class Counsel in conformity with the
25 terms of the Settlement and by no later than the date that the Settlement Administrator disperses
26 Individual Settlement Awards.

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

4 14. The Court orders that the Settlement Administrator shall be paid \$11,975.00 from
5 the Maximum Settlement Amount for all of its work done and to be done until the completion of
6 this matter, and finds that sum appropriate.

7 15. Pursuant to the terms of Settlement, the employer’s share of payroll taxes for the
8 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately,
9 and in addition to, the Maximum Settlement Amount.

10 16. The Court finds and determines that upon satisfaction of all obligations under the
11 Settlement and this Order, all Settlement Class Members, except Christian Avila, Ignacio Avila
12 Lozano, Ignacio Ayala-Avila, Constanza Ayala-Avila, Samara Castellanos, Agustin Cisneros,
13 Diego Cisneros, and Leopoldo Mejia, who submitted valid requests for exclusion, will be bound
14 by the Settlement and will have released the Released Claims as set forth in the Settlement.

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

20 18. As of the date of this Order and Final Judgment, Plaintiff and every member of
21 the Settlement Class except Christian Avila, Ignacio Avila Lozano, Ignacio Ayala-Avila,
22 Constanza Ayala-Avila, Samara Castellanos, Agustin Cisneros, Diego Cisneros, and Leopoldo
23 Mejia, who submitted valid requests for exclusion, shall be deemed to have released and
24 discharged Defendants, their past and present officers, directors, shareholders, employees,
25 agents, principals, heirs, representatives, and their respective successors and predecessors in
26 interest, subsidiaries, affiliates, parents, and attorneys (collectively the “Released Parties”) for all
27 claims that were pled or could have been pled based on the factual allegations in the first amended
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complaint (“FAC”), including: (a) minimum wage violations (b) failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse necessary business expenses; (f) wage statement violations; (g) waiting time penalties; (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been based on the factual allegations in the FAC; and (i) all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the FAC (collectively, the “Released Claims”). For members of the Settlement Class who did not validly opt out, the release period shall run from February 7, 2016, to April 26, 2021 (“Class Period”).

Plaintiff and all Settlement Class Members who were employed by Defendant in California at any time from February 7, 2019 through April 26, 2021, will not have the opportunity to opt out or object to the PAGA Amount, as described in section 3(B)(5) of the Settlement, and/or release of PAGA claims set forth in the Settlement. Notwithstanding the paragraphs above nor anything else in the Settlement, Plaintiff’s waiver and release in the Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers’ compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.

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

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

1 21. The Settlement Class Members will be provided notice with their Individual
2 Settlement Awards that the Final Order and Judgment is posted on the Settlement Administrator's
3 website: Phoenixclassaction.com/GaonaVargasCalCitrus.

4 22. Final Compliance Hearing is set for September 19, 2022 at 8:30 a.m. in
5 Department 2.

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

7 Dated: June 21, 2022



Honorable Nathan D. Ide.
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On June 10, 2022, I served the document listed below on the parties in this action as follows:

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

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- X (BY EMAIL) In accordance with California Code of Civil Procedure section 1010.6 in compliance with the Judicial Council's Appendix I, Emergency Rules Related to Covid-19, Emergency Rule 12, I caused to be transmitted the document(s) described herein via the email address(s) listed on the attached service list.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 10, 2022 at Venice, California.



Daniel J. Brown

SERVICE LIST

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