

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

MICHAEL SMITH, JOHN COOK, and
GUILLERMO GONZALEZ, as
individuals, and on behalf of all others
similarly situated

Plaintiff,

vs.

LAND O'LAKES, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. VCU282808

*Assigned for all purposes to:
Hon. Judge David C. Mathias
Dept. 1*

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
JUDGMENT**

Date: October 20, 2022
Time: 8:30 a.m.
Dept: 1

1 This matter came on for hearing on October 20, 2022, at 8:30 a.m., in Department 1 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed June 23, 2022, and the Modified Joint Stipulation of Settlement ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Second Supplemental
6 Declaration of Alexander G.L. Davies ISO Motion for Preliminary Approval of Class Action
7 Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard June 23, 2022, and
11 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
12 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
14 each Settlement Class Member by first-class mail. See Class Notice attached as Exhibit A. These
15 papers informed the Settlement Class of the terms of the Settlement, their right to receive an
16 Individual Settlement Payment, their right (a) to comment on or object to the Settlement, (b) to
17 request exclusion from the Settlement and pursue their own remedies, and (c) of their right to
18 appear in person or by counsel at the final approval hearing and to be heard regarding approval
19 of the Settlement (a right all class members will retain, regardless of whether they submit a written
20 objections to the proposed settlement). Adequate periods of time were provided by each of these
21 procedures. No member of the Class filed written objection to the proposed Settlement as part of
22 this notice process or stated an intention to appear at the final approval hearing. No member of
23 the Class filed written objection to the proposed Settlement as part of this notice process or stated
24 an intention to appear at the final approval hearing, and none of the 651 Class Members opted out
25 of the proposed Settlement as part of this notice process. Additionally, Notice of the Final
26 Approval Order and Judgment shall be posted on the Settlement Administrator's website. The
27 URL for the website shall be printed on the checks sent to Participating Class Members.
28

1 2. The Court finds and determines that this notice procedure afforded adequate
2 protections to Settlement Class Members and provides the basis for the Court to make an informed
3 decision regarding approval of the Settlement based on the responses of the Settlement Class.
4 The Court finds and determines that the notice provided in this case was the best notice
5 practicable, which satisfied the requirements of law and due process.

6 3. With respect to the Settlement Class and for purposes of approving this Settlement
7 only, this Court finds and concludes that: (a) the members of the Settlement Class are
8 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
9 of law or fact common to the Settlement Class, and there is a well-defined community of interest
10 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
11 claims of Class Representatives Michael Smith, John Cook, and Guillermo Gonzalez are typical
12 of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly
13 and adequately protected the interests of the members of the Settlement Class; (e) a class action
14 is superior to other available methods for an efficient adjudication of this controversy; and (f) the
15 counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as
16 counsel for Plaintiffs in their individual and representative capacities for the Class.

17 4. The Court has certified a Settlement Class, as that term is defined in and by the
18 terms of the Settlement Agreement the 651 identified, current and former non-exempt hourly
19 production employees employed by Defendant Land O'Lakes, Inc., at its Tulare, California
20 facility at any time during the Class Period of March 6, 2016 until July 30, 2021 and the Court
21 deems this definition sufficient for purposes of California Rule of Court 3.765(a).

22 5. The Court hereby confirms Aegis Law Firm, PC and Lebe Law, APLC as Class
23 Counsel.

24 6. The Court hereby confirms Plaintiffs Michael Smith, John Cook, and Guillermo
25 Gonzalez, as the Class Representatives in this Action.

26 7. The Court finds and determines that the terms set forth in the Settlement
27 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
28 according to its terms, having found that the Settlement was reached as a result of informed and

1 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
2 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
3 were able to reasonably evaluate their respective positions. The Court also finds that the
4 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
5 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
6 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
7 value accorded to the Class.

8 8. The Court further finds and determines that the terms of the Settlement are fair,
9 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
10 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
11 should be and hereby are ordered to be consummated.

12 9. The Court finds and determines that the Individual Settlement Payments to be paid
13 to participating Settlement Class Members as provided for by the Settlement are fair and
14 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
15 be made to the participating Settlement Class Members in accordance with the Settlement
16 Agreement.

17 10. The Court finds and determines that payment to the California Labor and
18 Workforce Development Agency of \$15,000.00, as its share of the settlement of civil penalties in
19 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
20 that the payment of that amount be paid in accordance with the Settlement Agreement.

21 11. The Court finds and determines that the fees and expenses in administering the
22 Settlement incurred by Simpluris, Inc., in the amount of \$9,650.00, are fair and reasonable. The
23 Court hereby gives final approval to and orders that the payment of that amount in accordance
24 with the Settlement.

25 12. The Court finds and determines the Class Representative Incentive Awards of up
26 to \$7,500.00 for each Named Plaintiff (for a total of \$22,500.00) is fair and reasonable. The
27 Court hereby orders the Administrator to make these payments to the Plaintiffs / Class
28 Representatives in accordance with the terms of the Settlement Agreement.

1 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
3 \$558,784.50 and litigation costs of \$12,889.27. The Court finds such amounts to be fair and
4 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
5 accordance with the terms of the Settlement Agreement.

6 14. In accordance with California Rule of Court 3.771(b), the Parties are ordered to
7 give notice of this Judgment to all Class Members through the Settlement Administrator's
8 website. A link to the website shall be included with all Class Members' checks.

9 a. The Court hereby approves the terms of release, which releases
10 Defendant and its present, former, or future parent and/or subsidiary corporations, and each of
11 the foregoing's present, former, or future owners, officers, directors, shareholders, partners,
12 employees, insurers, successors, predecessors, contractors, assigns, and managing agents and
13 any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or
14 individuals. ("Released Parties"). Plaintiff and the Class Members and each of their
15 respective heirs and assigns, except for those persons who have timely requested exclusion
16 from the Settlement, release and discharge Released Parties from any and all claims, known or
17 unknown, that: were asserted in any and/or all of the complaints in the Actions and/or in any
18 of Plaintiffs' letter(s) to the LWDA (including any subsequently amended complaints or
19 letters); and/or any and all claims, known or unknown, that could have been asserted based on
20 any or all the factual allegations in any and/or all of the complaints in the Actions and/or in
21 any of Plaintiffs' letter(s) to the LWDA (including any subsequently amended complaints or
22 letters). This includes but is not limited to claims for or related to: minimum wages, overtime;
23 pay for all hours worked/compensation due for services; off-the-clock work; calculation of the
24 regular rate of pay; reporting time pay; including shift premiums and other incentive
25 payments when calculating the overtime rate; meal periods; rest periods; meal and/or rest
26 period premiums including all claims related to the calculation thereof; wage statements;
27 timeliness of wages; payment of wages at termination; maintaining accurate and complete
28 records; unfair competition related to any or all of the foregoing; any unpaid wages or

compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; restitution related to any or all of the foregoing; any penalties, including statutory or civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198; the California Business & Professions Code; the California Industrial Welfare Commission Wage Orders, and the Fair Labor Standards Act. ("Released Claims") The release shall run through the Class Period against Released Parties.

15. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

16. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

17. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

18. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendants make payment to the participating Settlement Class Members in accordance with the Settlement.

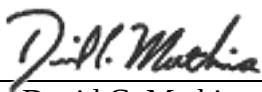
19. Counsel shall file a final report on or before April 27, 2023, [or on a later date that is convenient with the Court on _____,] including all information

1 necessary for the Court to determine the total amount actually paid to Class Members and any
2 amounts tendered to the State Controller's Office under Unclaimed Property law.

3 20. The Court hereby enters final judgment in accordance with the terms of the
4 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
5 on July 23, 2022, and this Order.

6 21. The Parties will bear their own costs and attorneys' fees except as otherwise
7 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
8 costs. Per 10/20/22 adopted tentative ruling.

9 DATED: December 6, 2022



Honorable David C. Mathias
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of
3 California. I am over the age of 18 and not a party to the within action; am
4 employed with Aegis Law Firm PC and my business address is 9811 Irvine Center
5 Drive, Suite 100, Irvine, California 92618.

6 On November 22, 2022, I served the foregoing document entitled:

7 • **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL
8 OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT**

9 on all the appearing and/or interested parties in this action by delivering ☐ the
10 original ☒ a true copy thereof on the party(ies) addressed below as follows:

11 Joan B. Tucker Fife
12 WINSTON & STRAWN LLP
13 101 California Street, 34th Floor
14 San Francisco, CA 94111-5840
15 jfife@winston.com
16 Telephone: (415) 591.1000
17 Facsimile: (415) 591-1400

18 Caitlin W. Tran
19 WINSTON & STRAWN LLP
20 333 S. Grand Ave., 38th Floor
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25 *Attorneys for Defendant*
26 LAND O'LAKES, INC.

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Co-Counsel for Plaintiff

27 (BY MAIL) I am readily familiar with the firm's practice of collection and
28 processing correspondence for mailing. Under that practice it would be
deposited with the U.S. Postal Service on that same day with postage
thereon fully prepaid at Irvine, California in the ordinary course of business.
I am aware that on motion of the party served, service is presumed invalid if
postage cancellation date or postage meter date is more than one day after
date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a);*
Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).)

☐ (BY OVERNIGHT MAIL) I am personally and readily familiar with the
business practice of Aegis Law Firm PC for collection and processing
correspondence for overnight delivery, and I caused such document(s)
described herein to be deposited for delivery to a facility regularly
maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc. §*
1013(c); Fed. R. Civ. Proc. 5(c).)

☒ (BY ELECTRONIC TRANSMISSION) I caused said document(s) to be
served via electronic transmission via the above listed email addresses on
the date below. (*Cal. Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc.*
5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)



(BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc. 5(b)(2)(A).*)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 22, 2022, at Irvine, California.



Jacquelyn Enciso