

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

06/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA RAZO VIVEROS and REYES
SEGURA, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MISSION PRODUCE, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV15737

*[Assigned for all purposes to Hon. Kenneth
R. Freeman, Dept. SSC-14]*

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 6, 2024
Time: 2:00 p.m.
Dept.: SSC-14

Complaint Filed: April 23, 2020
Trial Date: None Set

1 **~~PROPOSED~~ ORDER & JUDGMENT**

2 The Motion of Plaintiffs Maria Razo Viveros, Reyes Segura, and Melchor Manlalo
3 Aguilar (“Plaintiffs”) for Final Approval of Class Action Settlement, Class Representative
4 Enhancement Awards, and Attorneys’ Fees and Costs (“Final Approval Motion”) came on
5 regularly for hearing before this Court on June 6, 2024, at 2:00 p.m., pursuant to California Rule
6 of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action
7 Settlement (“Preliminary Approval Order”). Having considered the parties’ Amended Stipulation
8 of Settlement (“Settlement Agreement” or “Settlement”), and the documents and evidence
9 presented in support thereof, and recognizing the sharply disputed factual and legal issues
10 involved in this case, the risks of further prosecution, and the substantial benefits to be received
11 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
12 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length
13 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
14 Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees of Mission Produce, Inc.
20 (“Mission Produce”) who worked for Mission Produce in California at any
time from April 23, 2016 to December 31, 2021.

21 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines of Haines
22 Law Group, APC, and David D. Bibiyan of Bibiyan Law Group P.C are hereby confirmed as
23 Class Counsel.

24 4. On January 31, 2024, notice was provided to Settlement Class members as set forth
25 in the Settlement, which was approved by the Court on October 17, 2022, and the notice process
26 has been completed in conformity with the Settlement and the Court’s Preliminary Approval
27 Order. The Court finds that said notice was the best notice practicable under the circumstances.
28 The Class Notice provided due and adequate notice of the proceedings and matters set forth

therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to or opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

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

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

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. 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 Settlement Awards in conformity with the terms of the Settlement.

10. The Court orders Defendant Mission Produce, Inc. ("Defendant") to deposit the Gross Settlement Amount of \$1,492,640.00 with the Settlement Administrator, Phoenix Settlement Administrators, within fifteen (15) court days of the Final Effective Date, in accordance with the terms of the Settlement Agreement.

11. The Court finds that Enhancement Awards in the amount of \$7,500.00 to each Plaintiff (totaling \$22,500.00) are appropriate for Plaintiffs' risks undertaken and their service to the Settlement Class. The Court finds that these payments are 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 \$497,546.67 and litigation costs of \$22,195.94 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$45,000.00 for its share of the settlement of Plaintiffs' representative claims under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be directed by the Settlement Administrator to the Controller of the State of California, to be held in the Settlement Class members' names pursuant to the Unclaimed Property Law.

16. Upon the Final Effective Date and Defendant's complete funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class members will fully release and discharge Defendant, and any of its former and current parents and subsidiaries, and its officers, directors, employees, partners, shareholders, attorneys, insurers, and agents, and any other successors, assigns, or legal representatives (collectively, the "Released Parties") from all claims against Defendant and the Released Parties under California law that were asserted in the Actions, or which could have been asserted in the Actions based on the facts alleged in the operative complaints in the Actions, including claims for: (i) failure to pay overtime wages (Labor Code §§ 204, 510, 1194, 1198); (ii) failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1194.2,

1 1197, 1198); (iii) meal period violations (Labor Code §§ 226.7, 512); (iv) rest period violations
2 (Labor Code §§ 226.7, 516); (v) failure to indemnify employees for business expenses (Labor
3 Code §§ 2802, 2804); (vi) failure to furnish accurate itemized wage statements (Labor Code §
4 226); (vii) failure to timely pay final wages (Labor Code §§ 201-203); and (viii) any claims under
5 Business & Professions Code § 17200 *et seq.* based on any of the above claims, arising from
6 Settlement Class members employment with Defendant during the Class Period (“Class Released
7 Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
8 In addition, all Settlement Class members (whether or not they opt out of the Class Settlement)
9 who worked for Defendant at any time from April 24, 2019 to December 31, 2021 (the “PAGA
10 Period”) will release all claims against Defendant for civil penalties under PAGA based on the
11 facts alleged in the operative complaints in the Actions and in the PAGA letters submitted by
12 Plaintiffs, that arose during the PAGA Period (“the PAGA Released Claims.”)

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

20 18. Plaintiffs shall file a Final Disbursement Declaration on or before June 6, 2025. A
21 Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
22 June 13, 2025 at 4:00 PM.

23 **IT IS SO ORDERED.**

24
25 Dated: June 6, 2024



26 
27 Honorable Kenneth R. Freeman
28 Judge of the Superior Court
Kenneth R. Freeman / Judge