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and the certified class

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

06/13/2025

STEPHANIE CAMERON, CLERK

Leticia Hernandez-Sandoval, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

GUILLERMO GONZALEZ and NICOLAS
GONZALEZ, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

vs.

SUN PACIFIC FARMING COOPERATIVE,
INC., a California corporation; SUN PACIFIC
SHIPPERS, L.P., a California limited
partnership; SUN PACIFIC MARKETING
COOPERATIVE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. VCU283014

Assigned to the Hon. Bret D. Hillman

~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

Date: May 13, 2025

Time: 8:30 a.m.

Place: Department 7

Complaint Filed: May 28, 2020

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement (the “Motion”). Due and adequate notice having been given to Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed the Motion, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Plaintiffs’ Counsel; that the settlement is the result of serious, informed, adversarial, and

1 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
2 adequate, and reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
9 which the Parties have agreed.

10 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
11 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
12 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
14 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
15 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
16 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
17 provides Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendant or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
20 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendant or any of the other Released Parties.

24 10. Final approval shall be with respect to: All persons who were employed by Defendant as
25 non-exempt, hourly paid employees in the State of California at any time during the period from May 28,
26 2016 through February 7, 2023.

27 11. Plaintiffs Guillermo Gonzalez and Nicolas Gonzalez are adequate and suitable
28 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court

1 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
2 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
3 Settlement Class.

4 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
5 \$15,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
6 all claims arising out of their employment with Defendant.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
14 Members.

15 15. The Court hereby awards \$1,250,000 in attorneys' fees and \$158,745.22 in costs and
16 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
17 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
18 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
19 fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly
20 rates are reasonable, and the multiplier is warranted under the circumstances.

21 16. The Court approves settlement administration costs and expenses in the amount of
22 \$19,750 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Approval
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
27 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
28 Members have released and forever discharged the Released Parties for any and all Released Class

1 Claims during the Class Period:

2 Any and all claims, rights, demands, liabilities, and causes of action of whatever
3 kind or nature, whether known or unknown, contingent or accrued under any legal
4 theory under federal and state law that were alleged, or reasonably could have been
5 alleged, based on the facts alleged in any version of the complaints filed in the
6 Action, ascertained during the course of the Action, or in Plaintiffs' LWDA letters,
7 regardless of theory of recovery, including, but not limited to: claims under
8 California Labor Code sections 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512,
9 516, 1174, 1182.12, 1194, 1197, 1197.1, 1194.2, 1198, 2800, 2802; the California
10 IWC Wage Orders; and California Business and Professions Code section 17200
11 *et seq.*

12
13 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
14 the Released Parties for any and all Released PAGA Claims during the PAGA Period:

15 Any and all claims for civil penalties or causes of action under California Labor
16 Code section 2698 *et seq.* of whatever kind or nature which occurred during the
17 PAGA Period that were alleged, or reasonably could have been alleged, based on
18 the facts alleged in any version of the complaints filed in the Action, ascertained
19 during the course of the Action, or in Plaintiffs' LWDA letters, regardless of theory
20 of recovery, including, but not limited to: claims under California Labor Code
21 sections 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 516, 1174, 1182.12,
22 1194, 1197, 1197.1, 1194.2, 1198, 2800, 2802; and the applicable provisions of
23 the California IWC Wage Orders.

24 19. Judgment in this matter is entered in accordance with the above findings. Without
25 affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the
26 above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating
27 Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
28 herein.

20 20. Final Compliance Hearing is set for November 18, 2025, 8:30 am in Department 2.
21 Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of
22 settlement administration activities no later than 5 court days prior to the Final Compliance Hearing.

23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24 Dated: 06/13/2025



25 Hon. Bret D. Hillman
26 Tulare County Superior Court Judge

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los
4 Angeles, California 90067.

5 On **May 28, 2025**, I served the document described as **[AMENDED PROPOSED]**
6 **ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF**
7 **CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by
8 sending ☐ the original [or]☒ a true copy thereof ☒ to interested parties as follows [or] ☐
9 as stated on the attached service list:

10 Ronald H. Barsamian
11 Patrick S. Moody
12 Seth G. Mehrten
13 Catherine M. Houlihan
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15 1141 W. Shaw Avenue, #104
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Attorneys for Defendants
SUN PACIFIC FARMING COOPERATIVE,
INC., SUN PACIFIC SHIPPERS, L.P., and
SUN PACIFIC MARKETING
COOPERATIVE, INC.

22 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
23 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
24 familiar” with this firm’s practice of collection and processing correspondence for
25 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
26 Service that same day in the ordinary course of business with postage thereon fully
27 prepaid at Los Angeles, California.

28 ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
California, by e-mail delivery on the parties listed herein at their most recent known e-
mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
electronically via One Legal eService to the individuals listed above, as they exist on
that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of
collection and processing correspondence for overnight delivery. Under that practice,
overnight packages are enclosed in a sealed envelope with a packing slip attached
thereto fully prepaid. The packages are picked up by the carrier at our offices or
delivered by our office to a designated collection site.

29 I declare under penalty of perjury under the laws of the State of California that the
30 foregoing is true and correct. Executed on **May 28, 2025**, at Los Angeles, California.

31 Sophia Flores
32 Type/Print Name

33 
34 Signature