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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

NORA AMBRIS CRUZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

WMJ FARMS, INCORPORATED, a California
corporation; and DOES 1 through 100,
Defendants.

Case No. VCU282915

*[Assigned for all purposes to the Hon.
David C. Mathias]*

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

Date: April 14, 2022
Time: 8:30 a.m.
Dept.: 01

Complaint Filed: May 19, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 14, 2022, at 8:34
2 a.m. pursuant to California Rule of Court 3.769 and this Court's September 2, 2021 Order
3 Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval
4 Order"). Having considered the Parties' Stipulation of Settlement (the "Settlement" or
5 "Settlement Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown In Support
6 of Plaintiff's Motion for Preliminary Approval of Settlement, filed on May 11, 2021, and the
7 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in
8 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to
9 the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
10 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
11 Parties.

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

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

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

19 All of Defendant WMJ Farms, Incorporated's current and former non-exempt employees
20 in California who were subject to the requirements of Wage Order 14 and who worked
21 for Defendant at any time during the period of May 19, 2016 to January 25, 2021.

22 2. Plaintiff Nora Ambris Cruz is hereby confirmed as Class Representative, and
23 Daniel J. Brown of Stansbury Brown Law is hereby confirmed as Class Counsel.

24 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
25 was preliminarily approved by the Court on September 2, 2022, and the notice process has been
26 completed in conformity with the Court's Preliminary Approval Order and the Court's subsequent
27 January 20, 2022 Order continuing the final approval hearing from January 27, 2022 to April 14,
28 2022. The Court finds that said notice was the best notice practicable under the circumstances.

1 The Class Notice provided due and adequate notice of the proceedings and matters set forth
2 herein, informed Class Members of their rights, and fully satisfied the requirements of California
3 Code of Civil Procedure § 1781(e), California Rule of Court 3,769, and due process.

4 4. The Court finds that no Class Member intentionally objected to the Settlement and
5 only five Class Members opted-out of the Settlement, and that the 99.84% participation rate in
6 the Settlement supports final approval. The five (5) individuals who opted out are: Leah Lane,
7 Becky Warkentin, Eliazar Candelario-Amescua, Judith Isaak, and Delgadina Saucedo De Orozco.

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 intentional objections, and intentional
21 objections being a prerequisite to appeal, that this Order and Judgment shall be considered final
22 as of the date of notice of entry.

23 8. The Court orders that the Maximum Settlement Amount of Six Hundred Fifty
24 Thousand Dollars and Zero Cents (\$650,000.00) shall be deposited with the Settlement
25 Administrator, Simpluris, Inc. (“Simpluris”), as provided in the Settlement.

26 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
27 shall be delivered to the non-profit Central Valley Teen Challenge the designated *cy pres*
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1 recipient.

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

10 11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 for
11 Plaintiff Nora Ambris Cruz is appropriate for her risks undertaken and service to the Settlement
12 Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
13 Settlement Administrator make this payment in conformity with the terms of the Settlement.

14 12. The Court finds that attorneys' fees in the amount of \$216,450.00, and actual
15 litigation costs of \$6,988.48 for Class Counsel, are fair, reasonable, and adequate, and orders that
16 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
17 terms of the Settlement and by no later than the date that the Settlement Administrator disperses
18 Individual Settlement Awards.

19 13. The Court finds that a payment to the Labor & Workforce Development Agency
20 ("LWDA") in the amount of \$3,750.00 for the LWDA's share of civil penalties under the Labor
21 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
22 Settlement Administrator make this payment in conformity with the terms of the Settlement.

23 14. The Court orders that the Settlement Administrator shall be paid \$15,000.00 from
24 the Maximum Settlement Amount for all of its work done and to be done until the completion of
25 this matter, and finds that sum appropriate.

26 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
27 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately,
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1 and in addition to, the Maximum Settlement Amount.

2 16. The Court finds and determines that upon satisfaction of all obligations under the
3 Settlement and this Order, all Settlement Class Members, except for Leah Lane, Becky
4 Warkentin, Eliazar Candelario-Amescua, Judith Isaak, and Delgadina Saucedo De Orozco, who
5 submitted valid requests for exclusion, will be bound by the Settlement and will have released the
6 Released Claims as set forth in the Settlement.

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

12 18. As of the date of this Order and Final Judgment, Plaintiff and every member of
13 the Settlement Class shall be deemed to have released and discharged Defendant, its past and
14 present officers, directors, shareholders, employees, agents, principals, heirs, representatives, and
15 their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and
16 attorneys (collectively the “Released Parties”) for all claims that were pled or could have been
17 pled based on the factual allegations in the first amended complaint (“FAC”), including: (a)
18 minimum wage violations (b) failure to pay all overtime wages; (c) meal period violations; (d)
19 rest period violations; (e) failure to reimburse necessary business expenses; (f) wage statement
20 violations; (g) waiting time penalties; (h) all claims arising out of unfair business practices under
21 Business & Professions Code § 17200, et seq. that could have been premised on the claims that
22 were pled or could have been pled based on the factual allegations in the FAC; and (i) all claims
23 for civil penalties under the PAGA, that could have been premised on the claims that were pled
24 or could have been based on the factual allegations in the FAC (collectively, the “Released
25 Claims”). The period of the Release shall extend to the limits of the Class Period.

26 Plaintiff and all Settlement Class Members who were employed by Defendant in
27 California at any time from May 19, 2019 through January 25, 2021, will not have the opportunity
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1 to opt out or object to the PAGA Amount, as described in section 3(B)(5) of the Settlement,
2 and/or release of PAGA claims set forth in the Settlement. Notwithstanding the paragraphs above
3 nor anything else in the Settlement, Plaintiff's waiver and release in the Settlement does not apply
4 to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers'
5 compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.

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

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

15 21. The Settlement Class Members will be provided notice with their Individual
16 Settlement Awards that the Final Order and Judgment is posted on the Settlement Administrator's
17 website: Simpluris.com/Case-Information, from which Settlement Class Members can type in
18 the case name to view the Court entered Final Order and Judgment.

19 22. The Final Compliance Hearing shall be set for September 1, 2022 at 8:30 a.m. in
20 Department 1.

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

22 *Pursuant to the 4/14/22 adopted tentative ruling.

23 Dated: May 23, 2022



Honorable David C. Mathias
Judge of the Superior Court

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 April 19, 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 HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- 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 April 19, 2022 at Venice, California.



Daniel J. Brown

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