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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SANTA BARBARA – COOK DIVISION**

14 STATE OF CALIFORNIA ex rel.
15 REYNA FLORENTINO VASQUEZ,
as Private Attorney General

16 Plaintiff,

17 vs.

18 SAN LUCAS AG SERVICE, INC., A
19 CORPORATION; and DOES 1-25,
20 inclusive,

21 Defendants.

Case No. 20CV02319

Assigned for All Purposes to:
Hon. Timothy Staffel – Dept. SM3

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT

Date: February 9, 2022
Time: 8:30 a.m.
Dept.: SM3

Trial Date: None

Complaint filed: July 13, 2020

22
23
24 WHEREAS, Plaintiff REYNA FLORENTINO VASQUEZ (“Plaintiff”) has filed a Motion
25 for Approval of PAGA Settlement. The matter came on regularly for hearing on February 9,
26 2022, at 8:30 a.m. in Department SM3 of the above-referenced Court. Counsel for Plaintiff and
27 Defendant SAN LUCAS AG SERVICE, INC. (“Defendant”) appeared at the hearing. Having
28 considered the papers filed by all parties and the proceedings had and otherwise being fully

1 informed, and recognizing the disputed factual and legal issues involved in this case, the benefits
2 to be received by the State of California and the Aggrieved Employees pursuant to the Settlement
3 Agreement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of
4 good faith arms-length negotiations between the parties,

5 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
6 **ORDERS:**

7 1. The Court hereby GRANTS Plaintiff's motion for approval of the settlement as set
8 forth in the Settlement Agreement under Labor Code § 2699(1)(2). The settlement is hereby fully
9 approved and shall be carried out and effectuated according to the terms of the Settlement
10 Agreement and the terms of this Order.

11 2. The Court finds that the Settlement Agreement and the terms and conditions set
12 forth therein are fair, reasonable, and adequate and in the best interests of the State of California
13 and the Aggrieved Employees. The terms of the Settlement Agreement, and this Order and
14 Judgment, shall be binding on Plaintiff, the State of California, and the Aggrieved Employees, and
15 those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending
16 and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or
17 entities, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set
18 forth in the Settlement Agreement.

19 3. This Order incorporates by reference the definitions in the Settlement Agreement
20 and all terms defined therein shall have the same meaning in this Order. In accordance with the
21 Settlement Agreement, the "Aggrieved Employees" are defined as: all non-exempt current and
22 former employees employed by Defendant at any time from May 5, 2019, through the Effective
23 Date. The "Effective Date" is defined as the date the Court or any Party serves notice of the
24 Court's order and judgment approving the Settlement Agreement. The "Settlement Period" is
25 defined as the period from May 5, 2019 until final approval of the Settlement Agreement by the
26 Court and the occurrence of the Effective Date.

27 4. Upon the occurrence of the Effective Date the Court hereby orders that Plaintiff, all
28 Aggrieved Employees, and the State of California shall be deemed to have released the "Released

1 Claims” which are defined as follows: “any and all claims against the Released Parties arising
2 during the Settlement Period for civil penalties under PAGA that were asserted or could
3 reasonably have been asserted based on the facts alleged or that could have been alleged in the
4 Action and/or the PAGA letter submitted by Plaintiff to the LWDA.” “Released Parties” shall
5 mean Defendant, its past and present parents, subsidiaries, predecessors, successors, assigns,
6 owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal
7 representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual
8 which could be liable for the acts or omissions of Defendant in relation to the Released Claims.
9 Upon the occurrence of the Effective Date the Court hereby further orders that Plaintiff, all
10 Aggrieved Employees, and the State of California will be forever barred from pursuing against
11 Defendant and the Released Parties any and all claims for PAGA civil penalties under the Labor
12 Code, Wage Orders, and/or other provisions of law alleged or that could have been alleged to have
13 been violated in the Action with respect to the Aggrieved Employees based on the facts alleged or
14 that could have been alleged in the Action.

15 5. Upon the occurrence of the Effective Date, the Court also hereby orders that
16 Plaintiff shall be deemed to have released the Plaintiff Released Claims, as defined in the
17 Settlement Agreement.

18 6. The parties are directed to consummate the settlement in accordance with the terms
19 of the Settlement Agreement. Except as expressly provided in the Settlement Agreement,
20 Defendant and the Released Parties shall not have any further liability arising from this action for
21 costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability.

22 7. The Court hereby finds that payment to counsel for Plaintiff of attorneys’ fees in
23 the amount of \$108,333, and reimbursement to counsel for Plaintiff for litigation costs in the
24 amount of up to \$10,000, are fair, reasonable, and adequate, and orders the Settlement
25 Administrator to distribute these amounts from the Maximum Settlement Amount in accordance
26 with the Settlement Agreement.

27 8. The Court finds that payment to the Settlement Administrator in the amount of up
28 to \$15,000 for its work performed in administering the settlement is fair, reasonable, and adequate

1 and orders the Settlement Administrator to distribute this amount from the Maximum Settlement
2 Amount in accordance with the Settlement Agreement.

3 9. The Court finds that a payment to Plaintiff in the amount of \$10,000 in recognition
4 of Plaintiff's effort and work in prosecuting the Action is fair, reasonable, and adequate and orders
5 the Settlement Administrator to distribute this amount from the Maximum Settlement Amount in
6 accordance with the Settlement Agreement.

7 10. The Court finds that the amounts to be distributed to the LWDA and the Aggrieved
8 Employees, as set forth in the Settlement Agreement, are fair, reasonable, and adequate and orders
9 the Settlement Administrator to make payments to the LWDA and Aggrieved Employees in
10 accordance with the terms of the Settlement Agreement.

11 11. The Court approves, as to form and content, the Notice to Aggrieved Employees
12 submitted by the parties in connection with the motion for approval. The Court appoints ILYM
13 Group, Inc. as the third-party settlement administrator for the purposes of administering the
14 settlement. The Court directs the Settlement Administrator to mail individual payments to
15 Aggrieved Employees and the Notice to Aggrieved Employees in accordance with the terms of the
16 Settlement Agreement.

17 12. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for the
18 reasons described above and in accordance with the terms of the Settlement Agreement. Except as
19 otherwise provided in the Settlement Agreement, all parties shall bear their own attorneys' fees,
20 costs, and expenses incurred by them in or arising out of the lawsuit and shall not seek
21 reimbursement thereof from the Released Parties. Upon entry of this Order the Court permanently
22 enjoins and forever bars Plaintiff, the State of California, and the Aggrieved Employees from
23 instituting or prosecuting any claims against Defendant or the Released Parties that were resolved
24 as part of the Settlement Agreement and/or pursuant to this Order.

25 13. Neither this Order nor the Settlement Agreement (or any other document referred to
26 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
27 admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity
28 of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or

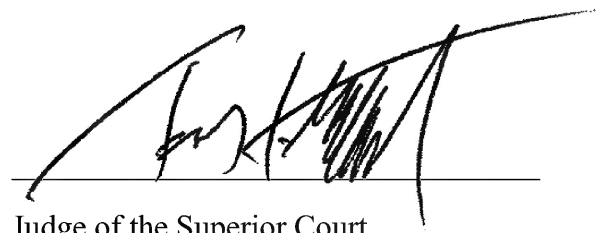
1 could have been alleged, against Defendant or the Released Parties. The Settlement Agreement is
2 not a concession by the Parties and, to the extent permitted by law, neither the Settlement
3 Agreement nor this Order and Judgment, nor any of their terms or provisions, nor any of the
4 negotiations or proceedings connected with them, shall be offered as evidence or received in
5 evidence in any pending or future civil, criminal, or administrative action or proceeding to
6 establish any liability of, or admission by the Released Parties. Notwithstanding the foregoing,
7 nothing in this Order and Judgment shall be interpreted as prohibiting the use of this Order and
8 Judgment in a proceeding to consummate or enforce the Settlement Agreement, or the use of this
9 Order and Judgment to defend against the assertion of claims in any other proceeding, or as
10 otherwise required by law. This Order and Judgment and the Settlement Agreement may be filed
11 in any action by Defendant or the Released Parties to support a defense of res judicata, collateral
12 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or
13 any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

14 14. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA
15 within 10 days of the date of this Order and Judgment.

16 15. Without affecting the finality of this Order or the Court's entry of Judgment, this
17 Court shall retain jurisdiction with respect to all matters related to the administration and
18 consummation of the Settlement Agreement, and any and all claims, asserted in, arising out of, or
19 related to the subject matter of the Action, including but not limited to all matters related to the
20 Settlement Agreement and the determination of all controversies relating thereto.

21 **IT IS SO ORDERED.**

22
23 DATED: 02/09/2022



Judge of the Superior Court

Timothy J. Staffel