

FILED
MERCED COUNTY

2022 JUL -8 AM 9:43

CLERK OF THE SUPERIOR COURT
BY: 

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

ADRIAN ARRILLAGA, an individual;
ADRIAN ARRILLAGA HERNANDEZ, an
individual; GRISELDA HERNANDEZ, an
individual; ROBERTO PEREZ, an individual; as
individuals, and on behalf of other members of the
general public similarly situated and other
aggrieved employees,

Plaintiffs,

v.

MININGER FARMS, INC., a California
corporation; NATHAN WADE MININGER; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 20CV-02435

~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

Date: June 22, 2022

Time: 8:15 a.m.

Department: 8

[Assigned for all purposes to the Honorable
Brian L. McCabe]

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Joint Stipulation of Class and PAGA Action Settlement and Release (the "Settlement Agreement") came for hearing on June 22, 2022, in Department 8 of the above-entitled court. On January 26, 2022, the Court entered an order granting preliminary approval of the settlement. The Final Approval Motion was unopposed by Defendants Mininger Farms, Inc. and Nathan Wade Mininger ("Defendants"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the ~~proposed~~ settlement, and having reviewed the record in this Litigation, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court grants final approval of the Settlement Agreement.
2. The Court, for purposes of this Judgment and Order ("Judgment"), refers to the terms as set forth in the Settlement Agreement.
3. The Court has jurisdiction over the subject matter over this Action, the Class Representatives, the Class Members, and Defendants.
4. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the Constitution of the State of California and United States Constitution. Based on evidence and other material submitted, the actual notice to the Class was adequate and reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the ~~proposed~~ settlement, and of their right to appear, object to, or exclude themselves from the proposed settlement.
5. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of the

1 Class Members included the alleged: (1) failure to pay Class Members minimum wages; (2) failure to
2 pay Class Members overtime for all work hours at the correct regular and premiums rates; (3) failure
3 to provide Class Members with meal periods or pay meal period premiums; (4) failure to provide Class
4 Members with rest periods or pay rest period premiums; (5) failure to provide Class Members with
5 accurate itemized wage statements; (6) failure to pay Class Members all wages due upon separation
6 of employment; (7) failure to indemnify employees for necessary expenses; (8) unfair competition;
7 and (9) claims for civil penalties under the California Private Attorneys General Act of 2004
8 (“PAGA”).

9 6. Five Class Members requested Exclusion from the Settlement following a full and fair
10 opportunity to do so, so all Class Members are entitled to payment pursuant to the Settlement and this
11 Judgment.

12 7. Zero Class Members objected to the Settlement following a full and fair opportunity to
13 participate in the Final Approval Hearing.

14 8. The Court approves the Settlement, as set forth in the Settlement Agreement and each
15 of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are directed to
16 perform in accordance with the terms set forth in the Settlement Agreement.

17 9. The Parties are to bear their own costs, except as otherwise provided in the Settlement
18 Agreement.

19 10. For purposes of effectuating this Order and Judgment (including the Released Claims),
20 this Court makes final its earlier provisional certification of the following class: All persons employed
21 by Defendants as hourly-paid or non-exempt employees in the State of California, at any time from
22 August 24, 2016, through January 26, 2022. The Court deems this definition sufficient for purposes
23 of California Rules of Court, rule 3.765(a). Excluded from the Settlement Class are persons who
24 validly and timely exclude themselves using the procedures set forth in the Settlement Agreement, as
25 well as any judicial officer who presides over this matter and members of their family.

26 11. With respect to the Settlement Class and for purposes of approving this Settlement, this
27 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
28 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class

1 Members, and there is a well-defined community of interest among the Class Members with respect
2 to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims
3 of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests
4 of the Class Members; (e) a class action is superior to other available methods for an efficient
5 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the
6 Plaintiffs in their individual and representative capacities and for the Settlement Class.

7 12. The Court further finds that the Settlement is fair, adequate, and reasonable and in the
8 best interests of the Class. The Court finds that the Parties reached the Settlement following
9 meaningful discovery and investigation conducted by Class Counsel and that the Settlement is the
10 result of serious, informed, adversarial, and arms-length negotiations between the Parties. In so
11 finding, the Court has considered all the evidence presented, including evidence regarding the strength
12 of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of
13 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
14 completed; and the experience and views of Class Counsel.

15 13. By this Judgment, the Class Representatives shall release, relinquish, and discharge,
16 and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment
17 shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, as
18 defined in the Settlement Agreement.

19 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
20 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
21 Settlement (i) is or may be deemed to be or may be used by the Plaintiffs or Class Members as an
22 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
23 wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be deemed
24 to be or may be used by the Plaintiffs or Class Members as an admission of, or evidence of, any fault
25 or omission of Defendants or any of the other Released Parties in any civil, criminal, or administrative
26 proceeding in any court, administrative agency, or other tribunal.

27 15. The Gross Settlement Amount to be paid under the Settlement Agreement is \$850,000.
28 From this amount, Class Counsel collectively sought an award of attorney fees of \$297,500, litigation

expenses of \$14,002.81, Enhancement Award for each Plaintiff of \$7,500 (\$30,000 total), \$12,000 to Simpluris, Inc. as the Settlement Administrator, and \$42,500 for PAGA penalties, \$31,875 of which is paid to the California Labor and Workforce Development Agency ("LWDA") and \$10,625 to eligible Class Members who were employed during the PAGA Period as set forth in the Settlement Agreement. Defendants do not oppose these requests.

16. The Court finds that the amounts for the attorney fees, litigation costs and expenses, Enhancement Awards, costs of settlement administration, and allocation toward PAGA penalties are fair, reasonable, and appropriate in light of the services and work performed, costs incurred and to be incurred, and the results achieved in this Action.

17. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- a) \$297,500 to Class Counsel for attorney fees;
- b) \$14,002.81 to Class Counsel for litigation costs and expenses;
- c) \$7,500 to each Plaintiff as an Enhancement Award (\$30,000 total);
- d) \$12,000 to the Settlement Administrator for the costs of settlement administration;
- e) \$31,875 to the LWDA; and
- f) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Fund payable to the Settlement Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

18. The Settlement Administrator is directed to calculate the Class Members' Individual Settlement Amounts from the Net Settlement Fund and issue all payments within and in accordance with the Settlement Agreement and the timeline set forth below:

_____, 2022	Effective Date
November 1, 2022	Defendants to issue the first payment of the total Gross Settlement Amount (\$850,000,) in an amount of \$212,500 to the Settlement Administrator (To be made within 60 days upon final

	approval, and the expiration of any appeal period).
January 2, 2023	Defendants to issue the second payment of the total Gross Settlement Amount (\$850,000,) in an amount of \$212,500 to the Settlement Administrator (To be made within 60 days of the first installment payment).
March 1, 2023	Defendants to issue the third payment of the total Gross Settlement Amount (\$850,000,) in an amount of \$212,500 to the Settlement Administrator (To be made within 60 days of the second installment payment).
May 1, 2023	Defendants to issue the fourth and final payment of the total Gross Settlement Amount (\$850,000,) in an amount of \$212,500 to the Settlement Administrator (To be made within 60 days of the third installment payment).
May 5, 2023	The Settlement Administrator shall issue payments to the Settlement Class Members, Class Counsel, Plaintiffs, the LWDA and itself.
November 1, 2023	Deadline for Class Members to cash checks. Settlement Administrator shall issue the uncashed check fund to Catholic Charities of Fresno.
November 8, 2023	Class Counsel shall file a declaration from the Settlement Administrator setting forth the disbursements that were actually made.

19. The Settlement Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a Class Member does not negotiate their check within this time period, the check shall be tendered to the *cy pres* recipient, Catholic Charities of Fresno.

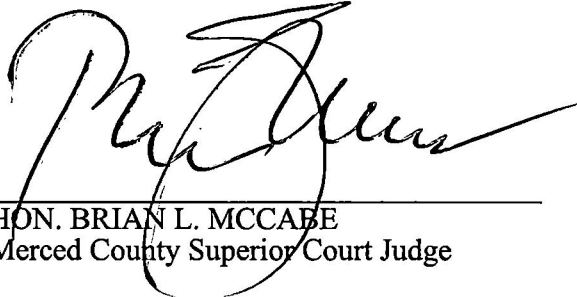
20. Pursuant to California Code of Civil Procedure § 384, before the entry of a judgment, the Court shall also set a compliance hearing for November 15, 2023, at 8:15 a.m. Within 5 court days of the hearing, the Parties shall submit a report to the court including total amount paid to the Class,

1 as well as a report about the status of any unresolved issues and any other matters appropriate to bring
 2 to the Court's attention. Within 30 days after the final report is filed with the Court, the parties shall
 3 prepare and file a stipulation and ~~proposed~~ order and ~~Proposed~~ Amended Judgment. The stipulation
 4 and ~~proposed~~ order shall include, *inter alia*, the amount of the distribution of unpaid cash residue, and
 5 unclaimed or abandoned funds to the non-party, the accrued interest on that sum and any other
 6 information required to be set forth pursuant to Section 68520 of the Government Code, as
 7 incorporated into CCP Section 384.5. The stipulation shall be signed by Class Counsel, counsel for
 8 Defendants and counsel for (or an authorized representative of) the non-party ("*cy pres*") recipient,
 9 Catholic Charities of Fresno. The stipulation shall include a statement to the effect that all interested
 10 persons are in accord with the amended judgment and have no objection to the entry of an amended
 11 judgment. If there are objections by any party, Class Counsel shall immediately notify the Court and
 12 the matter will be set for further hearing.

13 21. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
 14 Representatives, the Class Members, and Defendants for the purposes of supervising the
 15 implementation, enforcement, construction, administration, and interpretation of the Settlement
 16 Agreement.

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 18 **IT IS HEREBY SO ORDERED.**

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 20 Dated: JUL 08 2022


 HON. BRIAN L. MCCABE
 Merced County Superior Court Judge

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