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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

RODOLFO TELLEZ, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

SUN VALLEY RAISINS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. VCU284414

[Assigned to Hon. Nathan Ide]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: March 13, 2023
Time: 8:30 a.m.
Department: 2

Complaint Filed: September 23, 2020

1 On or about February 16, 2023, Plaintiff, Rodolfo Tellez, filed a motion for an Order Granting
2 Final Approval of Class Action Settlement. The Court has considered the papers and evidence, including
3 the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”), and all other matters
4 presented to the Court regarding final approval of the settlement, approval of requested allocations from
5 the settlement fund, and entry of final judgment.

6 **I. Background**

7 On September 23, 2020, Plaintiff, Rodolfo Tellez, filed this class and Labor Code Private
8 Attorneys General Act of 2004 (“PAGA”) action against Defendant, Sun Valley Raisins, Inc. The
9 complaint alleges Defendant violated Labor Code section 226(a) by furnishing employees with wage
10 statements that fail to accurately show Defendant’s name and fail to show its address at all.

11 **A. Class Members**

12 The Class is defined to include all current and former employees of Defendant in the State of
13 California, who were furnished wage statements showing “SVR” instead of Sun Valley Raisins, Inc. at
14 any time from September 23, 2019, through July 14, 2022 (the “Class Period”). All Class Members are
15 also Aggrieved Employees. The PAGA Period is the same as the Class Period.

16 **B. Operation of the Settlement**

17 Pursuant to the Court’s September 12, 2022 Preliminary Approval Order, the Court conditionally
18 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
19 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
20 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
21 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
22 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
23 The notice process was timely completed.

24 This Court finds that the Agreement appears to be the product of serious, informed, non-
25 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
26 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to
27 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,
28 adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action

1 settlement under California law. Under the provisions of California Code of Civil Procedure section 382
2 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4
3 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

4 [Q]uestions of law or fact common to the members of the class predominate over any questions
5 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

6 FED. R. CIV. PROC. 23.

7 Certification of a settlement class is the appropriate judicial device under these circumstances.

8 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

9 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
10 Agreement.

11 2. The Court has jurisdiction over the subject matter of the litigation, the Class
12 Representative, Settlement Class Members, and Defendant.

13 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
14 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
15 practicable under the circumstances to all Class Members, and fully met the requirements of California
16 law and due process under the State and Federal Constitutions.

17 4. The Court approves the settlement of the above-captioned action, as set forth in the
18 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
19 to perform in accordance with the terms set forth in the Agreement.

20 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
21 and attorneys' fees.

22 6. The Court hereby certifies the following Class of all current and former employees of
23 Defendant in the State of California, who were furnished wage statements showing "SVR" instead of
24 Sun Valley Raisins, Inc. at any time from September 23, 2019, through July 14, 2022.

25 7. With respect to the Class and for purposes of approving the settlement only and for no
26 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
27 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
28 the Class, and there is a well-defined community of interest among members of the Class with respect to

1 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
2 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
3 protected the interests of the members of the Class; (e) a class action is superior to other available
4 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
5 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
6 representative capacities and for the Class.

7 8. Within seven days after the grant of Final Approval of the settlement, Defendant shall
8 deposit the Gross Settlement Amount of \$92,110.00 with the Administrator, pursuant to the terms of the
9 Agreement.

10 9. From the Gross Settlement Amount, the Administrator shall pay:

- 11 1. to Class Counsel attorneys' fees in the amount of \$30,703.33 and reimbursement
12 of costs in the amount of \$5,909.03;
- 13 2. to Class Representative Rodolfo Telez for his unique services to the Class, and as
14 consideration for the execution of a general release, the amount of \$5,000.00;
- 15 3. to the California Labor and Workforce Development Agency the amount of
16 \$7,620.00 for its 75% share of PAGA Penalties; and
- 17 4. to Phoenix Settlement Administrators the amount of \$4,000.00 for its fees and
18 costs in administering the settlement.

19 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
20 to make such payments in accordance with the terms of the Agreement.

21 11. The Court approves the Individual Class Payment and Individual PAGA Payment
22 amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after
23 allocation of the amounts set forth in Paragraph 9.

24 12. The Court hereby orders the parties to implement the terms of the Agreement, including
25 distributing any uncashed settlement checks to the State Unclaimed Property Fund in the name of the
26 recipient.

27 13. All Class Members who did not opt out of the Settlement shall be bound by the releases
28 provided in the Agreement. All PAGA Employees shall be bound by the PAGA releases provided in the

1 Agreement. The Class Representative shall be bound by the additional general releases provided in the
2 Agreement.

3 14. The Court hereby enters final judgment in this case in accordance with the terms of the
4 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
5 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
6 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
7 and the Settlement.

8 15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
9 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
10 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
11 judgment are an admission of any liability or finding of any violation of the Labor Code.

12 **IT IS SO ORDERED AND ADJUDGED.**

13 DATED: _____, 2023

14 THE HONORABLE NATHAN IDE
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