

FILED

JUN 07 2023

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
[Signature] DEPUTY
Darlene Goumas

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE KINGS COUNTY**

MANUEL VERA-MENDEZ,

Plaintiff,

vs.

AIROSO DAIRY FARMS, a California
Company, form unknown, and DOES 1-50
ALL INCLUSIVE,

Defendants.

Case No.: 21C-0206

Assigned to: HON. Chrissakis, Valerie R.

Dept.: 8

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

*[Filed Concurrently with Declaration of Farrah
Mirabel in support thereof; and Motion for Court
Approval]*

Date: June 7, 2023

Time: 10:30 a.m.

Department 8

Under Labor Code §2699(1)(2) of the Private Attorneys General Act of 2004, §§ 2698, *et seq.* ("PAGA"), the Motion for Court Approval of the Parties' PAGA Settlement by Plaintiff MANUEL VERA-MENDEZ ("Plaintiff") came before this Court on 6/7, 2023 on a regularly noticed motion.

Plaintiff's complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees, as authorized by PAGA under Labor Code §2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's complaint and the

1 letter to the Labor and Workforce Development Agency ("LWDA") dated December 7, 2022
2 ("LWDA Notice"), on behalf of all current and former non-exempt, hourly employees of
3 Defendant from December 7, 2020 to the date of this Order, inclusive.

4 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
5 and approve any settlement of any civil action filed pursuant to this part." Lab. Code
6 §2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
7 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §2699(1)(2),
8 having considered the papers filed in support of the proposed settlement and the arguments of
9 counsel, and GOOD CAUSE appearing, HEREBY ORDERS AS FOLLOWS:

- 10 1. The Court finds the instant Action presents a good faith dispute of the claims alleged.
- 11 2. GOOD CAUSE having been shown, the Court finds in favor of settlement approval,
12 and therefore approves the Settlement of the above-captioned action, as set forth in
13 the Settlement Agreement and each of the releases and other terms.
- 14 3. The Court has considered all relevant factors for determining the fairness of the
15 Settlement and has concluded that all such factors weigh in favor of approving the
16 Settlement. In particular, the Court finds that the Settlement was reached following
17 meaningful discovery and investigation conducted by Plaintiff; that the Settlement is
18 the result of serious, informed, adversarial, and arm's length negotiations between
19 the Parties; that the relief provided to the LWDA and PAGA Members (as defined in
20 the Settlement Agreement) is genuine and meaningful; and that the terms of the
21 Settlement are in all respect fair, just, reasonable, and adequate and fulfill PAGA's
22 objectives.
- 23 4. In so finding, the Court has considered all evidence presented, including evidence
24 regarding the strength of Plaintiff's PAGA Claims; the risk, expense, and complexity
25 of the claims presented; the likely duration of further litigation; the extent of
26 investigation and discovery completed; and the views of counsel. The Parties have
27 provided the Court with sufficient information about the nature and magnitude of the
28

- 1 claims being settled, as well as the impediments to recovery, to make an independent
2 assessment of the reasonableness of the terms to which the Parties have agreed.
- 3 5. According, the Court hereby finds that the Settlement is, in all respects, fair,
4 reasonable, adequate, and fulfills PAGA's objectives, thus, hereby directs
5 implementation of all remaining terms, conditions, and provisions of the Settlement.
- 6 6. The Court finds further that Plaintiff, acting on behalf of himself and the State of
7 California, by operation of this Order and Judgment hereby releases and forever
8 discharges AIROSO DAIRY FARMS and its respective past and present affiliated
9 entities, parents, subsidiaries, owners, officers, shareholders, executives, managers,
10 directors, employees, agents, and attorneys ("Released Parties" as defined in the
11 Settlement Agreement) from any and all Covered Claims, defined in the Settlement
12 Agreement to mean "any and all claims, demands, rights, liabilities, and/or causes of
13 action for civil penalties pursuant to PAGA arising during the Covered Period for the
14 following Labor Code violations alleged in Plaintiff's December 7, 2020 LWDA
15 Notice and/or in the Action: (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a));
16 (2) Improper Wage Statements and Failure to Keep Accurate Personnel and Payroll
17 Records (Cal. Labor Code §§ 226, 1174, 1198.5); (3) Failure to Pay Wages Upon
18 Separation (Cal. Labor Code §§ 201-203);
- 19 7. The Court finds further that the foregoing release shall be binding on Plaintiff and the
20 State of California and shall bar any claim under PAGA brought by any person,
21 including the PAGA Members, on behalf of the State of California, as to the released
22 Covered Claims and Released Parties.
- 23 8. The Court appoints Defendant AIROSO DAIRY FARMS to serve as the Settlement
24 Administrator and to carry out its duties as set forth in the Settlement Agreement.
- 25 9. The Parties are directed to comply with all terms of the Settlement Agreement, and
26 Defendant is directed to make all payments required by the Settlement Agreement
27 pursuant to its terms.
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1 10. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
2 Five Thousand Dollars (\$5,000.00) ("Gross Settlement Amount"). The Gross
3 Settlement Amount is inclusive of payments to the Plaintiff's counsel's costs
4 (\$3,000.00), the LWDA (75% of the remainder - \$1,500.00) and PAGA Members
5 (25% of the remainder - \$500.00). No portion of the Gross Settlement Amount will
6 revert to Defendant. Plaintiff is not receiving any separate or additional enhancement
7 or consideration in connection with the PAGA Settlement. Plaintiff's counsel is not
8 receiving any separate or additional consideration for attorney's fees in connection
9 with the PAGA Settlement. The Court approves these payments, and directs that
10 payments should be made to the LWDA and PAGA Members as set forth in the
11 Settlement Agreement, along with the Notice of PAGA Settlement, as set forth in the
12 Settlement Agreement.

13 11. The Court enters final judgment in accordance with the terms of the Settlement
14 Agreement and this Order.

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

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18 IT IS SO ORDERED.

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20 DATED: 6/7/23

21 
22 HONORABLE ~~Chrissakis, Valerie R.~~
23 *Randy Edwards*
24 Judge of the Superior Court
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