

FILED

KERN COUNTY SUPERIOR COURT
7/7/2023BY Dickey, Leslie
DEPUTY

RUBEN ESCOBEDO (SBN 277866)
WORKWORLD LAW CORP.
A Professional Corporation
6907 El Camino Real, Suite A
Atascadero, CA 93422
Telephone: (805) 335-2476
Facsimile: (805) 892-6213
Email: ruben@workworldlaw.com

Attorney for ROSA BRAVO,
as Private Attorney General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

STATE OF CALIFORNIA ex rel.
ROSA BRAVO, as Private Attorney
General,

Plaintiff,

v.

THE GARLIC COMPANY; VLC FARM
LABOR, INC.; and DOES 1-25, inclusive,
Defendants.

CASE NO.: BCV-21-101080-BCB

*Assigned for all purposes to the
Honorable Bernard C. Barmann, Jr., Div. H*

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

Trial Date: None

Complaint filed: May 12, 2021

Date: June 30, 2023
Time: 8:30 a.m.
Dept.: Div. H
Address: 1215 Truxton Avenue
Bakersfield, CA 93301

WHEREAS, Plaintiff ROSA BRAVO ("Plaintiff") has filed a Motion for Approval of PAGA Settlement. The matter came on regularly for hearing. Counsel for Plaintiff and counsel for Defendants THE GARLIC COMPANY and VLC FARM LABOR, INC. (collectively "Defendant") appeared at the hearing. Having considered the papers filed by all parties and the proceedings had and otherwise being fully informed, and recognizing the disputed factual and legal issues involved in this case, the benefits to be received by the State of California and the alleged aggrieved employees pursuant to the PAGA Settlement Agreement ("Settlement Agreement") executed by the parties, and the fair, reasonable, and adequate nature of the

1 settlement obtained as a result of good faith arms-length negotiations between the parties,

2 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
3 **ORDERS:**

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

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

16 3. This Order incorporates by reference the definitions in the Settlement Agreement
17 and all terms defined therein shall have the same meaning in this Order. In accordance with the
18 Settlement Agreement, the "PAGA Members" are defined as: all current or former non-exempt
19 employees of Defendants in the State of California during the PAGA Period. The "PAGA Period"
20 is defined as the period from December 9, 2019, to and including the date of entry of this order.

21 4. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiff,
22 all PAGA Members, and the State of California shall be deemed to have released the Released
23 Claims.

24 5. The parties are directed to consummate the settlement in accordance with the terms
25 of the Settlement Agreement. Except as expressly provided in the Settlement Agreement,
26 Defendant and the Released Parties shall not have any further liability arising from this action for
27 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

28 6. The Court hereby finds that payment to counsel for Plaintiff of attorneys' fees in

1 the amount of \$35,000, and reimbursement to counsel for Plaintiff for litigation costs in the
2 amount of up to \$3,500, are fair, reasonable, and adequate, and orders the Settlement
3 Administrator to distribute these amounts from the gross settlement amount in accordance with the
4 Settlement Agreement.

5 7. The Court finds that payment to the Settlement Administrator in the amount of up
6 to \$7,500 for its work performed in administering the settlement is fair, reasonable, and adequate
7 and orders the Settlement Administrator to distribute this amount from the gross settlement
8 amount in accordance with the Settlement Agreement.

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

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

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

26 11. Neither this Order nor the Settlement Agreement (or any other document referred to
27 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
28 admission of liability or fault by Defendants or the Released Parties, or a finding as to the validity

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

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

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

22 **IT IS SO ORDERED.**

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24 DATED: Signed: 7/7/2023 08:56 AM

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Judge of the Superior Court