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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF MONTEREY**

13 Alan Elizalde, on behalf of himself, all others
14 similarly situated, and the general public,

15 Plaintiffs,

16 vs.

17 SECO Packing II LLC, a California Limited
18 Liability Company, Mission Ranches Holdings,
19 LLC, a California Limited Liability Company,
20 and DOES 1 through 100, inclusive,

21 Defendants.

Case No. 21CV000416

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT; JUDGMENT.**

Date: May 24, 2024
Time: 8:30 a.m.
Department: 14

ORDER AND JUDGMENT

The Motion of Plaintiff Alan Elizalde (“Plaintiff”) to Approve the Private Attorneys General Act (“PAGA”) Settlement, including attorney fees and costs, administration costs, and enhancement award, came on regularly for hearing before this Court on May 24, 2024, at 8:30 a.m. Having considered the Joint Stipulation Of Settlement Of PAGA Claims And Release Of PAGA Claims (“Settlement Agreement”) entered into between Plaintiff and SECO Packing II LLC and Mission Ranches Holdings, LLC (“Defendants”), the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits received by the State of California and aggrieved employees pursuant to the Settlement, the Court hereby makes a final ruling pursuant to Labor Code section 2699(l) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Approval of the PAGA Settlement, including the requested attorney fees and costs, administration costs, and enhancement award, and **HEREBY ORDERS** as follows:

1. To the extent defined in the Settlement Agreement, attached as Exhibit 2 to the Declaration of Ian M. Silvers and incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. “PAGA Group” is defined as: All persons within the State of California who are or were employed by SECO Packing II, LLC or Mission Ranches Holdings, LLC in the State of California as an hourly, non-exempt employee at any time within the PAGA Release Period

3. PAGA Release Period” is defined as the time period from and including August 20, 2019 through December 31, 2023.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its terms.

5. The Court further finds that notice of the Settlement has been provided to the LWDA as required by PAGA and Labor Code section 2699(1)(2), in particular. Plaintiff and Defendants are directed to perform in accordance with the terms set forth in the Settlement including that Defendant shall make the payment to the Settlement Admsintrator and provide the PAGA list as noted below.

6. The Court hereby approves the Gross Settlement Amount of \$1,200,00.00.

7. The Court hereby appoints Plaintiff's Counsel BISNAR|CHASE LLP and Alpers Law Group as PAGA Counsel and approves their fees of \$400,000.00 (one-third of the Settlement Amount) and costs of ~~\$19,782.66~~ **\$17,827.25** as fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided in the Settlement Agreement.

8. The Court approves an enhancement award of ~~\$7,500.00~~ ^{\$5000.00} to Plaintiff for his service to the Aggrieved Employees and the State of California; and

9. The Court hereby approves the payment of \$571,348 (representing 75 percent of the Net Payment) to the Labor Workforce and Development Agency (“LWDA”) as provided for by the Settlement as it is fair, adequate, and reasonable, and orders that the payment to the LWDA be made in accordance with the terms of the Settlement Agreement.

10. The Court approves the appointment of ILYM Group, Inc. as Settlement Administrator in this matter and approves settlement administration costs of \$10,950, as well as the disbursement procedures and those for uncashed and undeliverable checks as laid out in the Settlement Agreement.

11. The Court approves the payment of PAGA civil penalties in the amount of \$1,200,000, to be divided as follows: (1) 75% to the Labor and Workforce Development Agency (“LWDA”), which equals \$571,348.00 and (2) 25%, to the PAGA Group, which equals \$190,449.34.

12. The Court hereby approves as to form and content the proposed Notice of PAGA Settlement, attached as Exhibit A to the Settlement Agreement, as it fully and accurately informs all persons of all material elements of the proposed Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Aggrieved Employees.

13. Within 15 days of Court approval of the Settlement, Defendants will provide the Settlement Administrator with a the PAGA list that has each employee's name, last known home address, pay periods as a PAGA Group member, and social security number. Additionally, within 30 days of the Court's approval, Defendants shall deposit the Settlement Amount in a Qualified Settlement Fund established by the Settlement Administrator

1 14. The Settlement Administrator is directed to distribute the funds in accordance with the
2 terms of the settlement agreement within fourteen (14) days of receiving the funds. The Court
3 approves the limited scope of the PAGA Release contained in the Settlement.

4 15. Following entry of this Order and Judgment, all aggrieved employees shall be bound
5 by the release in the Settlement.

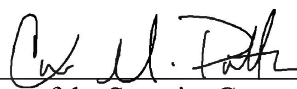
6 16. The Court orders that, all Released Claims of the PAGA Group during the PAGA
7 Release Period of the LWDA (through Plaintiff as an agent and proxy on behalf of the LWDA) are
8 and shall be deemed to be conclusively released as against Defendants and the Released Parties (as
9 set forth in the Settlement). As a result, such claims are barred and enjoined from commencing,
10 prosecuting, or continuing, either directly or indirectly, against Defendants and the Released Parties,
11 in this or any other jurisdiction or forum, any and all Released Claims.

12 17. Neither this Judgment, Settlement, any document referred to herein, any exhibit to any
13 document referred to herein, any action taken to carry out the Settlement, nor any negotiations or
14 proceedings related to the Settlement shall have any collateral estoppel or other preclusive effect on
15 Defendants, provided however, the Releasees can use this Judgment to enforce the release and
16 extinguishment of the Covered Claims as set forth above.

17 18. This document shall constitute a judgment under California Code of Civil Procedure
18 § 664.6. and if necessary to enforce the judgment against the other party to this matter, the prevailing
19 part is entitled to reasonable attorney's fees and costs.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 DATED: 5/28/2024

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23 Judge of the Superior Court
24 CARRIE M. PANETTA
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