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Attorneys for Plaintiff
RUBEN CORTEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MADERA

RUBEN CORTEZ, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

PERFECT PAC, L.P., a Delaware limited
partnership; PERFECT PAC, INC., a Delaware
corporation; PANOCHE CREEK PACKING,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: MCV084722

*Assigned for All Purposes to: Hon. Frank
Dougherty*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: February 18, 2021
Trial Date: None Set

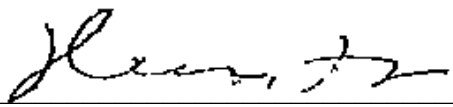
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on June 12, 2023, the Honorable Frank Dougherty, in
3 Department 37 in the above-entitled Court, located at 200 South "G" Street, Madera, California
4 93637, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Final Order and Judgment which was executed and filed on June 12, 2023.

6
7 Respectfully submitted,

8 Dated: July 18, 2023

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiff*
15 RUBEN CORTEZ
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EXHIBIT A

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Attorneys for Plaintiff
RUBEN CORTEZ

FILED
MADERA SUPERIOR COURT
JUN 12 2023

ADRIENNE Y. CALIP **CLERK**
MARIA FLORES **DEPUTY**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MADERA**

RUBEN CORTEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

PERFECT PAC, L.P., a Delaware limited
partnership; PERFECT PAC, INC., a
Delaware corporation; PANOCHÉ CREEK
PACKING, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: MCV084722

*Assigned for All Purposes to: Hon. Frank
Dougherty*

~~PROPOSED~~ **FINAL ORDER AND
JUDGMENT**

Hearing Date: June 12, 2023
Hearing Time: 1:30 p.m.
Dept.: 45

Action Filed: February 18, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on June 12, 2023, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval
5 Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (hereinafter "Settlement Agreement" or "Settlement"), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff RUBEN CORTEZ's ("Plaintiff") Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. Consistent with the definitions provided in the Settlement Agreement, the terms
16 "Class" and "Class Members" shall mean the following: "All current and former hourly-paid,
17 non-exempt employees of Perfect Pac, L.P., Perfect Pac, Inc., and Panoche Creek Packing, Inc.
18 who were employed by Perfect Pac, L.P., Perfect Pac, Inc., or Panoche Creek Packing, Inc. in the
19 State of California at any time from February 18, 2017 through November 5, 2022."

20 4. Consistent with the definitions provided in the Settlement Agreement, the term
21 "PAGA Members" shall mean the following: "All current and former hourly-paid, non-exempt
22 employees of Perfect Pac, L.P., Perfect Pac, Inc., and Panoche Creek Packing, Inc. who were
23 employed by Perfect Pac, L.P., Perfect Pac, Inc., or Panoche Creek Packing, Inc. in the State of
24 California at any time from February 9, 2020 through November 5, 2022."

25 5. This Court has jurisdiction over the subject matter of the Action and over all
26 Parties to the Action, including all Class Members and PAGA Members.

27 6. Distribution of the Class Notice directed to the Class Members as set forth in the
28 Settlement Agreement and the other matters set forth therein has been completed in conformity

1 with the Preliminary Approval Order, including individual notice to all Class Members who could
2 be identified through reasonable effort, and the best notice practicable under the circumstances.
3 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
5 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
6 All Class Members and all Released Class Claims are covered by and included within the
7 Settlement and this Final Order.

8 7. The Court hereby finds the Settlement Agreement was entered into in good faith
9 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
10 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
11 satisfied the standards and applicable requirements for final approval of this class action
12 settlement under California law, including the provisions of California Code of Civil Procedure
13 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
14 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

15 8. The Court hereby confirms Heather Davis, Amir Nayebdadash, and Priscilla
16 Gamino of Protection Law Group, LLP as Class Counsel in the Action.

17 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
18 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
19 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
20 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
21 Court further finds that the Parties have conducted extensive investigation and research, and
22 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
23 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
24 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
25 the benefits that are being granted as part of the Settlement and recognizes the significant value
26 to the Class Members. The Court also finds that the Class is properly certified as a class for
27 settlement purposes only.

28 10. According to the terms of the Settlement Agreement, upon the complete funding

1 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants
2 PERFECT PAC, L.P., PERFECT PAC, INC., and PANOCHE CREEK PACKING, INC.
3 (collectively “Defendants”), Plaintiff and all Participating Class Members shall fully release and
4 discharge Defendants, and their past, present and/or future, direct and/or indirect, officers,
5 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
6 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
7 predecessors, successors, assigns, and joint venturers (the “Released Parties”) from any and all
8 claims, actions, or causes of actions that are alleged in the operative Complaint, or that could have
9 been alleged or raised in the operative Complaint based upon or arising out of the facts alleged
10 therein, during the Class Period including the following claims: (i) failure to pay all regular wages,
11 minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in
12 lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
13 provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination
14 or resignation; and (vi) unfair business practices that could have been premised on the claims,
15 causes of action or legal theories of relief described above or any of the claims, causes of action,
16 or legal theories of relief pleaded in the operative Complaint (collectively the “Released Class
17 Claims”), for the Class Period (*i.e.*, the period between February 18, 2017 and November 5, 2022).

18 11. Upon the complete funding of the Gross Settlement Amount by Defendants,
19 Plaintiff, the California Labor Workforce and Development Agency (“LWDA”), and the State of
20 California shall fully release and discharge the Released Parties from any and all claims for civil
21 penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that
22 could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA
23 and in the operative Complaint (the “Released PAGA Claims”) for the PAGA Period (*i.e.*, the
24 period between February 9, 2020 and November 5, 2022).

25 12. Named Plaintiff Ruben Cortez, for himself only, also fully releases the Released
26 Parties from any and all Released Claims and also generally releases and discharges the Released
27 Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any
28 kind which have been or could have been asserted against the Released Parties arising out of or

1 relating to his employment by Defendants or termination thereof, including but not limited to
2 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or
3 wrongful termination of employment. This release specifically includes any and all claims,
4 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
5 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way
6 connected with the matters referred to herein, whether or not known or suspected to exist, and
7 whether or not specifically or particularly described herein. Specifically, Plaintiff Ruben Cortez,
8 waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
14 DEBTOR OR RELEASED PARTY.

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Sections 132(a) and 4553).

18 13. No Class Member objected to the terms of the Settlement.

19 14. No Class Members requested to be excluded from the terms of the class settlement,
20 *i.e.*, the settlement of the Released Class Claims. Accordingly, 1,061 Participating Class Members
21 are bound by this Judgment as it pertains to the class settlement, *i.e.*, the settlement of the Released
22 Class Claims.

23 15. The Court finds the settlement payments provided for under the Settlement
24 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
25 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
26 \$3,000,000.00 within twenty-one (21) calendar days of the Effective Date as set forth in the
27 Settlement Agreement to provide payments for Individual Settlement Payments to all
28 Participating Class Members and all PAGA Members, the PAGA Penalties to the LWDA pursuant

1 to Labor Code Section 2698, *et seq.*, the Class Representative Incentive Payment to Plaintiff,
2 Class Counsel's Fees and Costs, and the Settlement Administrator's Costs. The calculations and
3 the payments shall be administered in accordance with the terms of the Settlement Agreement.

4 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
5 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
6 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
7 (\$1,050,000.00) and attorneys' Cost Award in the amount of \$17,584.20 from the Gross
8 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
9 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
10 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
11 Paragraph shall be administered pursuant to the terms of the Settlement Agreement.

12 17. The Court hereby approves and orders a Class Representative Incentive Payment
13 of \$7,500.00 to named Plaintiff Ruben Cortez from the Gross Settlement Amount in accordance
14 with the terms of the Settlement Agreement.

15 18. The Court finds and determines that the resolution of the Released PAGA Claims
16 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
17 orders the payment in the amount of \$75,000.00 (75% of \$100,000.00) from the Gross Settlement
18 Amount to the LWDA for penalties arising under the PAGA. The remaining \$25,000.00 (25% of
19 \$100,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

20 19. The Court also hereby approves and orders payment from the Gross Settlement
21 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
22 ILYM Group, Inc., in the amount of \$19,000.00.

23 20. The Court hereby approves and orders that payments be made from the Net
24 Settlement Amount to the Participating Class Members on a *pro rata* basis and to PAGA Members
25 eligible to receive from the employee portion of the PAGA Payment on a *pro rata* basis as set
26 forth in the Settlement Agreement (together, "Individual Settlement Payments").

27 21. The Court also hereby approves and orders that any Settlement Checks distributed
28 from the Gross Settlement Amount, to Participating Class Members and/or PAGA Members, that

1 remain un-cashed after one hundred and eighty (180) calendar days after being issued will be
2 transferred to the California State Controller's Office pursuant to California Civil Code § 1500
3 and held in trust for such Participating Class Members and/or PAGA Members. As such, no
4 "unpaid residue" under California Code of Civil Procedure section 384 will result from the
5 Settlement.

6 22. Provided the Settlement becomes effective under the terms of the Settlement
7 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
8 Individual Settlement Payments, Attorneys' Fees and Costs, and Class Representative Incentive
9 Payment is as set forth in the Settlement Agreement.

10 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
11 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
12 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
13 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
14 and specifically deny they have violated any federal, state, or local law; violated any regulations
15 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
16 legal requirements; breached any contract; violated or breached any duty; engaged in any
17 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
18 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
19 nor any of the negotiations connected with it, shall be construed as an admission or concession by
20 Defendants of any such violations or failure to comply with any applicable law. Except as
21 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
22 Agreement and its terms and provisions shall not be offered or received as evidence in any action
23 or proceeding to establish any liability or admission on the part of Defendants or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
25 local or other applicable law.

26 24. Without affecting the finality of this Judgment, the Court shall retain continuing
27 jurisdiction over the Action and the Parties, including all Class Members, and over all matters
28 pertaining to the implementation and enforcement of the terms of the Settlement Agreement

1 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
2 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
3 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
4 shall be presented to the Court for resolution.

5 25. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
6 is set for _____ at _____ a.m./p.m. in Department 45 to confirm the full
7 administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the
8 Settlement Funds no later than _____, which shall include the total amount of
9 funds to be paid to the Participating Class Members pursuant to the Settlement.

10 26. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
11 to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
12 Settlement. The Court finds and determines that the notice of the Settlement complied with the
13 statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment
14 including Notice to the LWDA.

15 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

16
17 DATED: 06/12/23

18 
19 _____
20 HON. FRANK DOUGHERTY
21 JUDGE OF THE SUPERIOR COURT
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF MADERA
200 South "G" Street
Madera, CA 93637

PROOF OF SERVICE

CASE NO: MCV084722

I hereby certify that I am a Deputy Clerk of the Superior Court, County of Madera, for the State of California, and not a party to this action; that on the date set forth below, I served the **FINAL ORDER AND JUDGMENT** on the parties named below by either electronic service to the address listed; by fax transmission to the fax number listed; or by depositing true copies thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the Superior Court mail basket for deposit in the United States Post Office at Madera, California, addressed as follows:

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***Denotes document was sent VIA ELECTRONIC MAIL**

****Denotes document was sent VIA FACSIMILE**

*****Denotes document was sent VIA MAIL**

Dated: July 14, 2023

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.


Maria Flores, Deputy Clerk