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

BERNARDO SANTOS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BCV-19-102470

*[Assigned for All Purposes to the Hon. Bernard
C. Barmann, Jr., Dept. 10]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: January 14, 2022
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: August 30, 2019
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 14, 2022, pursuant to
2 California Rule of Court 3.769 and this Court's August 13, 2021 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Settlement, ("Settlement")¹ and the documents and evidence presented in support thereof, and
5 recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution
6 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
8 product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor,
9 the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former non-exempt, hourly, employees of Defendant Torres Farm
15 Labor Contractor, Inc. who worked at Grimmway Enterprises, Inc. and related
16 entities' facilities (including, but not limited to, Grimmway Enterprises, Inc. aka
17 Grimmway Farms and Cal-Organic Farms) in California at any time between
18 August 29, 2015 and May 1, 2021.

19 2. Plaintiff Bernardo Santos is hereby confirmed as Class Representative, and Scott M.
20 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
21 Group, APC are hereby confirmed as Class Counsel.

22 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
23 manner of notice were approved by the Court on August 13, 2021, and the notice process has been
24 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
25 practicable under the circumstances. The Notice Packet (which consisted of the Notice of Pendency of
26 Class Action and Proposed Settlement and Notice of Individual Award) provided due and adequate
27 notice of the proceedings and matters set forth therein, informed Settlement Class members of their

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that no Settlement Class member objected to the Settlement, that one (1) class member has opted out of the Settlement, and that the 99.99% participation rate in the Settlement supports final approval.

5. 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 Agreement according to its terms.

6. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

8. The Court orders that Defendant Torres Farm Labor Contractor, Inc. (“Defendant”) deposit the Gross Settlement Amount of One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000) with Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator as provided for in the Settlement.

9. Any Settlement funds that remain uncashed after 120 calendar days after they are mailed shall be delivered to the Juvenile Diabetes Research Foundation.

1 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
2 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
3 in conformity with the terms of the Settlement.

4 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Bernardo
5 Santos is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that
6 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
7 payment in conformity with the terms of the Settlement.

8 12. The Court finds that attorneys' fees in the amount of \$450,000.00 and litigation costs of
9 \$19,961.00 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
10 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

11 13. The Court orders that the Settlement Administrator shall be paid \$35,500.00 from the
12 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
13 finds that sum appropriate.

14 14. The Court finds that the payment to the California Labor & Workforce Development
15 Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of Plaintiff's
16 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
17 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
18 LWDA in conformity with the terms of the Settlement.

19 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
20 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
21 and in addition to, the Gross Settlement Amount.

22 16. The Court finds and determines that upon satisfaction of all obligations under the
23 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except the
24 one individual who submitted a timely request for exclusion, will have released the Released Claims as
25 set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of
26 the Released Claims pursuant to the Settlement.

1 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
2 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
3 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
4 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

5 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
6 and the Judgment entered in connection with the Settlement.

7 19. The Settlement Administrator shall file a declaration regarding the disbursement of
8 Settlement funds on or before December 30, 2022.

9 **IT IS SO ORDERED.**

10
11 Dated: _____, 2022

Honorable Bernard C. Barmann
Judge of the Superior Court