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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

OSVALDO FIGUEROA, BRHOYNE
MONTERROSO-GAMBOA, and JULIA
OROS, individually, and on behalf of other
members of the general public similarly situated,

Plaintiffs,

vs.

R.C. PACKING, LLC, a California limited
liability company; R.C. FARMS, LLC, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 21CV001593

Assigned to the Hon. Thomas W. Wills

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: December 15, 2023
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: May 17, 2021
Trial Date: None Set

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 01/29/2024
By Deputy: Lopez, Rosa

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ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of the three individuals who opted out of the Settlement Class, final
26 approval shall be with respect to: All persons who worked for Defendants as non-exempt, hourly paid
27 employees in the State of California at any time during the period from May 17, 2017 to June 1, 2023.

28 11. Plaintiffs Osvaldo Figueroa, Brhoyne Monterroso-Gamboa, and Julia Oros are adequate

1 and suitable representatives and are hereby appointed the Class Representatives for the Settlement Class.
2 The Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
3 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of
4 the Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$5,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
7 all claims arising out of their employment with Defendants.

8 13. The Court finds that the attorneys at Capstone Law APC; Winston Law Group, P.C.,
9 Accident Defenders APC; Barkodar Law Group, P.C.; and Proxy Law Firm LLP have the requisite
10 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
11 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
12 of Class Counsel, and hereby appoints Plaintiffs' counsel as Class Counsel.

13 14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to Aggrieved
16 Employees.

17 15. The Court hereby awards \$166,667 in attorneys' fees and \$9,409.77 in costs and
18 expenses to Capstone Law APC; Winston Law Group, P.C., Accident Defenders APC; Barkodar Law
19 Group, P.C.; and Proxy Law Firm LLP. The Court finds that the requested award of attorneys' fees is
20 reasonable for a contingency fee in a class action such as this; i.e., approximately one-third of the
21 common fund created by the settlement. Counsel have also established the reasonableness of the
22 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates and
23 hours billed are fair and reasonable.

24 16. The Court approves settlement administration costs and expenses in the amount of
25 \$18,250 to CPT Group, Inc.

26 17. All Class Members were given a full and fair opportunity to participate in the Approval
27 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
28 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed

1 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
2 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
3 Members have released and forever discharged the Released Parties for any and all Released Class
4 Claims during the Class Period:

5 All claims, rights, demands, liabilities, and causes of action reasonably arising
6 from, or reasonably related to, the same set of operative facts as those set forth in
7 the operative Complaint during the Class Period, including claims for violation of:
8 (a) California Labor Code § 226.2 for the failure to compensate for rest and
9 recovery periods and/or other nonproductive time; (b) California Labor Code §§
10 1182.12, 1194, 1197, 1197.1, and 1198 for the failure to pay minimum wages; (c)
11 California Labor Code §§ 510 and 1198 for the failure to pay overtime; (d)
12 California Labor Code §§ 226.7, 512(a), 516, and 1198 for the failure to provide
13 meal periods; (e) California Labor Code §§ 226.7, 516, and 1198 for the failure to
authorize and permit rest periods; (f) California Labor Code §§ 226(a), 1174(d),
and 1198 for non-compliant wage statements and the failure to maintain payroll
records; (g) California Labor Code §§ 201 and 202 for wages not timely paid upon
termination; (h) California Labor Code § 204 for the failure to timely pay wages
during employment; (i) California Labor Code § 2802 for the failure to reimburse
employees for necessary business expenses; (j) California Business & Professions
Code §§ 17200, *et seq.* for unlawful and unfair business practices based on the
preceding claims.

14 18. Additionally, all Aggrieved Employees and the LWDA have released and forever
15 discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All
16 claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could
17 reasonably have been brought based on the facts alleged in Plaintiffs' LWDA letter(s) during the PAGA
18 Period.

19 19. Judgment in this matter is entered in accordance with the above findings.

20 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
21 continuing jurisdiction over the above-captioned action and the parties, including all Participating
22 Settlement Members and Aggrieved Employees, for purposes of enforcing the terms of the Judgment
23 entered herein.

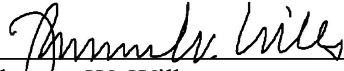
24 21. This document shall constitute a judgment (and separate document constituting said
25 judgment) for purposes of California Rules of Court, Rule 3.769(h).

26 22. The Court sets a settlement compliance hearing for September 13, 2024 at 8:30 a.m., at
27 which time the Court will consider evidence that the distribution process was completed and that a final
28 accounting may be approved. Plaintiffs shall file a declaration from the Settlement Administrator

1 regarding the completion of settlement administration activities no later than August 21, 2024, as well as
2 an amended judgment specifying the amounts of unclaimed residuals from the class and PAGA funds
3 that were tendered to settlement's cy pres beneficiary, Worksafe.
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5 **IT IS SO ORDERED, ADJUDGED, AND DECREED, IN 21CV001593.**

6 Dated: January 25, 2024

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8 _____
9 Hon. Thomas W. Wills
10 Monterey County Superior Court Judge
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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **January 3, 2024**, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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Julia Oros

[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

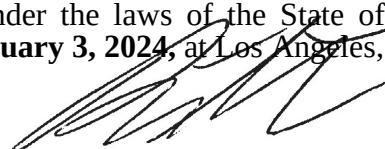
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☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 3, 2024**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature