

B. James Fitzpatrick (SBN: 129056)
Alison L. Baker (SBN: 193601)
Laura L. Franklin (SBN: 282642)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Electronically Filed
Superior Court of California
County of Santa Cruz
May 23, 2023
Clerk of the Court by Deputy,
Hanson, Helena



Larry W. Lee (SBN: 228175)
Howard L. Magee (SBN: 185199)
Kristen Agnew (SBN: 247656)
Nicholas Rosenthal (SBN: 268297)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiffs,
JOSE ANTONIO ORTIZ ARRELLANO, ESTELA JUAREZ VEGA, and
FREDY GONZALEZ LOPEZ on behalf of themselves and all similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CRUZ

JOSE ANTONIO ORTIZ ARRELLANO on
behalf of himself and all similarly situated
employees,

v.

ROCHA BROTHERS FARMS, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV01286

(Assigned to the Hon. Timothy Volkmann,
Dept. 5)

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

Date: May 18, 2023
Time: 8:30 a.m.
Dept.: 5

Complaint Filed: May 19, 2021
FAC Filed: July 22, 2021
SAC Filed: July 6, 2022
Trial Date: Not Set

1 This matter came for hearing on May 18, 2023, at 8:30 a.m. The Court has considered
2 the Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation” or
3 “Settlement Agreement”), the record in the above-referenced action, and the arguments and
4 authorities of counsel.

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

6 1. The motion is granted. Based on the pleadings submitted, the settlement is
7 entitled to a presumption of fairness and no evidence having been presented to overcome the
8 presumption, the motion for final approval is granted.

9 2. The fees and costs requested appear to be reasonable, therefore the motion for
10 attorney’s fees, legal costs, and incentive award is granted.

11 3. The Court, for the purposes of this Judgment, Final Order, and Decree (the
12 “Judgment and Order”) adopts the terms and conditions set forth in the Settlement Agreement.
13 Throughout this Judgment and Order, the capitalized words are given the same meaning
14 ascribed in the Settlement Agreement.

15 4. The Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to the Action and members of the Class. The Parties to this Action are Plaintiffs Jose
17 Antonio Ortiz Arellano, Estela Juarez Vega, and Fredy Gonzalez Lopez (collectively,
18 “Plaintiffs”) and Defendant Rocha Brothers Farms, LLC (“Defendant”) (together with
19 Plaintiffs, the “Parties”).

20 5. The Court finds that the notice to the Class of this settlement pursuant to the
21 order granting Preliminary Approval: (i) constituted the best practicable notice; (ii) constituted
22 notice that was reasonably calculated under the circumstances to apprise Class Members of the
23 pendency of the Action, their right to object to or exclude themselves from the proposed
24 Settlement Agreement and their right to appear at the Final Approval Hearing; (iii) was
25 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
26 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
27 California and United States Constitutions (including the Due Process Clause), the California
28 Rules of Court, and any other applicable law.

1 6. The Settlement Agreement was reached after arm's length negotiations between
2 the Parties and is fair, reasonable, and adequate, consistent and in compliance with all the
3 applicable requirements of the California Code of Civil Procedure, the California and United
4 States Constitutions (including the Due Process Clause), the California Rules of Court, and
5 any and all other applicable laws, and is in the best interest of each of the Parties and the Class
6 Members. The Parties entered into the Settlement Agreement solely for the purpose of
7 compromising disputed claims and that nothing in the Settlement Agreement is an admission
8 of liability or wrongdoing by Defendant or any of the Released Parties.

9 7. This Court now finds and concludes for purposes of settlement that:

10 (a) all members of the Class are so numerous that joinder of all Class
11 Members in the Action is impracticable;

12 (b) there are questions of law and fact common to the Class which, as to the
13 settlement and related matters, predominate over any individual questions;

14 (c) the claims of Plaintiffs are typical of the claims of the Class Members;
15 and

16 (d) Plaintiffs and Class Counsel can and have fairly and adequately
17 represented and protected the interests of the Class Members.

18 (e) The Class is defined per the terms of the Settlement Agreement.

19 8. The Action (including all individual claims and class claims presented thereby)
20 is dismissed on the merits with prejudice and without costs to any party (except as otherwise
21 provided in the Settlement Agreement).

22 9. The terms of the Settlement Agreement and this Final Judgment and Order are
23 binding on Plaintiffs and all other Settlement Class Members, as well as their heirs, executors
24 and administrators, successors, assigns, and those terms shall have *res judicata*, *collateral*
25 *estoppel*, and all other preclusive effect in any and all pending and future claims, lawsuits, or
26 other proceedings, including all forms of alternative dispute resolution, maintained by or on
27 behalf of any such persons, to the extent those claims, lawsuits or other proceedings involve
28 matters that were raised in this Action, reasonably arise out of the facts alleged in this Action,

1 or are otherwise encompassed by the Released Class Claims or the Released PAGA Claims as
2 set forth in the Settlement Agreement.

3 10. The Parties agree in good faith to undertake any necessary actions to affect the
4 Final Judgment and Order.

5 11. The Court hereby grants Class Counsel's request for an award of reasonable
6 attorneys' fees in the amount of \$663,333.33. The Court further grants Class Counsel's request
7 for reimbursement of litigations expenses in the amount of \$2,619.73 to Diversity Law Group
8 and \$5,123.76 to Fitzpatrick & Swanston. The attorneys' fees and costs shall be paid in
9 accordance with the terms of the Settlement Agreement.

10 12. The Court hereby grants the request for the Class Representative Service
11 Payment of \$5,000.00 to Plaintiff Jose Antonio Ortiz Arellano, \$5,000.00 to Plaintiff Estela
12 Juarez Vega, and \$5,000.00 to Plaintiff Fredy Gonzalez Lopez. The Class Representative
13 Service Payment will be paid to each Plaintiff in accordance with the terms of the Agreement.

14 13. The Court hereby grants the request for Phoenix Settlement Administrators to
15 receive \$30,000.00 for the cost of the settlement administration in this matter.

16 14. Without affecting the finality of the Final Judgment and Order, the Court shall
17 retain continuing jurisdiction over the Action and the Parties and Class, and the administration
18 and enforcement of the Agreement. Any disputes or controversies arising with respect to the
19 interpretation, consummation, enforcement, or implementation of the Agreement shall be
20 presented by Motion to the Court; provided however, that nothing in this paragraph shall
21 restrict the ability of the Parties to exercise their rights under paragraphs 1 through 11, above.

22 15. A Further Case Management Conference Regarding Confirmation of Final
23 Distribution is hereby set for May 15, 2024, at 8:30 a.m. in Department 5. On or before
24 5-15-24, Class Counsel or the Settlement Administrator will submit a report to the
25 Court regarding distribution of the settlement funds. Upon receipt of said report, any unpaid
26 residue or unclaimed or abandoned class member funds shall be paid equally to Watsonville
27 Law Center and Monarch Services pursuant to California Code of Civil Procedure § 384, as
28 amended, and the terms of the Settlement Agreement, which shall be set forth in an amended

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Judgment at that time.

IT IS SO ORDERED AND FINAL JUDGMENT IS HEREBY ENTERED.

DATED: 5/23/2023 10:55:19 AM



HON. TIMOTHY VOLKMANN
SUPERIOR COURT OF CALIFORNIA