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18 JULIAN P. LEAL, an individual, on behalf
19 of himself and all others similarly situated,
20
21 Plaintiff,
22
23 vs.
24
25 TAYLOR FARMS PACIFIC, INC., a
26 California corporation, and DOES 1
27 through 25, inclusive,
28
29 Defendants

Case No. STK-CV-UOE-2021-0003972
ASSIGNED FOR ALL PURPOSES TO:
JUDGE JAYNE LEE, Department 10C
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**
Date & Time: August 15, 2023 | 9:00 a.m.
Dept: 10C
Complaint Filed: May 4, 2021
1st Amended Complaint Filed: July 8, 2021
2nd Amended Complaint Filed: Nov. 16, 2022
Trial Date: None Set

ORDER GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on August 15, 2023, at 9:00 a.m. in Department 10C of the above-captioned court on the unopposed Motion for Final Approval of the Class Action Settlement.

Having considered the Stipulation and Agreement for Class Action Settlement (the "Settlement Agreement" or "Settlement") which is attached as **Exhibit "1"** to the Memorandum filed in Support of the Motion for Final Approval; having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on April 13, 2023; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement should be granted final approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Julian Leal ("Plaintiff"), Defendant Taylor Farms Pacific, Inc. ("Defendant," "Taylor Farms Pacific," or "TFP"), and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement terms are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. "Class," "Class Member(s)," "Settlement Class," or "Settlement Class Member(s)" means all current and former non-exempt employees of TFP who worked at any of its locations in California as a non-exempt employee at any time from November 7, 2016 through April 13, 2023.

B. "Class Period" means November 7, 2016, through and including April 13, 2023.

1 C. **“Covered Claims”** and **“Released Claims”** means all claims, causes
2 of action, and forms of relief which are asserted in the Complaint or that could have been
3 asserted based on the facts alleged in the Complaint, including claims for underpaid and
4 unpaid sick leave, incorrect calculation of the regular rate, failure to pay minimum wage,
5 failure to pay overtime, failure to authorize or permit compliant meal periods, unpaid wages
6 for time worked during meal periods, failure to pay meal period premiums, incorrect
7 calculation of meal period premiums, failure to authorize or permit compliant rest periods,
8 failure to pay rest period premiums, incorrect calculation of rest period premiums, failure to
9 provide accurate wage statements, failure to maintain accurate records, failure to pay timely
10 wages during employment, failure to pay all wages due upon separation from employment,
11 failure to reimburse for business expenses, claims for violation of the California Labor Code
12 (including §§ 201, 202, 203, 204, 210, 218, 223, 226, 226.2, 226.7, 233, 246, 246.5, 510,
13 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, 2804 thereof), and
14 claims for violation of all similar provisions or requirements of California law (including
15 the provisions of the California Code of Regulations, the California Industrial Welfare
16 Commission Wage Orders, the General Minimum Wage Order, and Business & Professions
17 Code §§ 17200 et seq.), which the Class and/or any Class Member has ever had, or hereafter
18 may claim to have, for the Class Period.

19 D. **“PAGA Claims”** means any civil penalties under the Private Attorneys
20 General Act of 2004 arising from the Covered Claims during the PAGA Period.

21 E. **“PAGA Group”** and **“PAGA Group Members”** means all Settlement
22 Class Members who worked as a non-exempt employee of TFP in California at any time
23 during the PAGA Period.

24 F. **“PAGA Period”** means the period from November 7, 2019 through
25 and including April 13, 2023.

26 G. **“Participating Class Member”** means any Class Member who did not
27 timely submit a Request for Exclusion.

28 H. **“Released Parties”** means Defendant, its affiliates, parents and

1 subsidiaries and its predecessors, successors, assigns, owners, shareholders, investors,
2 members, officers, directors, agents, employees, benefit plans, trustees, fiduciaries,
3 administrators and attorneys.

4 4. The Court has determined that the Notice Packet fully and accurately informed
5 all Class Members of the material elements of the Settlement, constituted the best notice
6 practicable under the circumstances, and constituted valid, due and sufficient notice to all
7 Class Members.

8 5. The Court hereby grants final approval of the Settlement as fair, reasonable
9 and adequate.

10 6. The Court approves the non-reversionary settlement amount of \$635,000 (the
11 "Gross Settlement Fund") established to fund the Settlement as fair, reasonable, and
12 adequate.

13 7. The Court approves the payment for Settlement Administration Costs incurred
14 by ILYM Group, Inc. in the amount of \$17,500 to be paid from the Gross Settlement Fund.

15 8. The Court approves a Service Award to the Class Representative in the amount
16 of \$12,000, to be paid from the Gross Settlement Fund.

17 9. The Court approves the payment of \$26,250 to the California Labor &
18 Workforce Development Agency ("LWDA") to be paid from the Gross Settlement Fund.

19 10. The Court approves the payment of attorney's fees to Class Counsel from the
20 Gross Settlement Fund in the total amount of \$222,250.

21 11. The Court approves the payment of costs to Class Counsel from the Gross
22 Settlement Fund in the total amount of \$15,000.

23 12. The Court hereby directs Defendant to fund the Settlement and its share of
24 employer payroll taxes in accordance with the terms of, and by the deadlines supplied in,
25 the Settlement.

26 13. The Court hereby directs the Settlement Administrator to make all
27 disbursements in accordance with the terms of, and by the deadlines supplied in, the
28 Settlement Agreement.

1 14. As set forth in the Settlement Agreement, the Settlement Administrator will
2 prepare and mail settlement checks for each Participating Class Member and PAGA Group
3 Member in the amount of his or her Individual Settlement Payment. The checks will indicate
4 on their face that they are void if not negotiated within one hundred and eighty (180) days
5 of their issuance. In the event a settlement check is returned to the Settlement Administrator
6 with a forwarding address, the settlement check will be forwarded to the forwarding address.
7 In the event a settlement check is returned to the Settlement Administrator without a
8 forwarding address or is otherwise undeliverable, the Settlement Administrator will use
9 reasonable efforts to search for a better address and re-mail the returned check, if possible.
10 If the search does not provide a better address, or the settlement check is ultimately returned
11 without a forwarding address, neither Defendant, Class Counsel nor the Settlement
12 Administrator shall be required to take further action to achieve delivery of the check to the
13 Class Member. If within the 180-day period the Class Member contacts the Settlement
14 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be
15 reissued and mailed to the address the Class Member (or Class Counsel) provides. Any such
16 reissued settlement checks will indicate on their face that they are void if not negotiated
17 within one hundred and eighty (180) days of their issuance.

18 15. Any monies not able to be delivered to a Class Member after one address
19 follow-up on returned mail and any settlement checks not cashed within one hundred and
20 eighty (180) days of issuance will escheat to the State of California, Unclaimed Property
21 Division, in the name of the corresponding Class Member.

22 16. Any Class Member who submitted a valid and timely Request for Exclusion
23 shall no longer be a Class Member, shall not be bound by the Settlement, shall have no right
24 to object to the Settlement, and shall receive no Class Member Payment. However, if a
25 Class Member who is a PAGA Group Member submitted a valid and timely Request For
26 Exclusion, the PAGA Group Member shall still be bound by the Settlement to the extent it
27 pertains to the PAGA Claims.

28 ///

1 17. Upon the filing of this Order Granting Final Approval, Class Members who
2 did not timely exclude themselves from the Settlement will be deemed to have released the
3 Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class
4 Members who did not timely object to the Settlement are barred from prosecuting or
5 pursuing any appeal of this Order Granting Final Approval. Upon the filing of this Order
6 Granting Final Approval, PAGA Group Members will be deemed to have released the
7 Released Parties from the PAGA Claims, as set forth in the Settlement Agreement.

8 18. Neither this Order Granting Final Approval nor the Settlement shall constitute
9 an admission by Defendant of any liability or wrongdoing whatsoever, nor is this Order
10 Granting Final Approval a finding of the validity or invalidity of any claims in the action or
11 a finding of wrongdoing by Defendant herein.

12 19. Each Party will bear its own attorneys' fees and costs, except as provided for
13 in the Settlement and this order.

14 20. By signing and filing this Order Granting Final Approval, the Court decrees
15 that the Participating Class Members shall be conclusively deemed to have released and
16 forever discharged the Released Parties from the Released Claims. By signing and filing
17 this Order Granting Final Approval, the Court decrees that the PAGA Group Members shall
18 be conclusively deemed to have released and forever discharged the Released Parties from
19 the PAGA Claims.

20 21. Without affecting the finality of this Order Granting Final Approval in any
21 way, and pursuant to California Rules of Court, Rule 3.768(h), the Court reserves exclusive
22 and continuing jurisdiction over the action for purposes of supervising the implementation,
23 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.

24 22. The Court hereby sets a status conference on 2/15/24 at 8:30AM
25 in Department 10C, at which time the Parties shall apprise the Court of the status of the
26 distribution of the settlement proceeds.

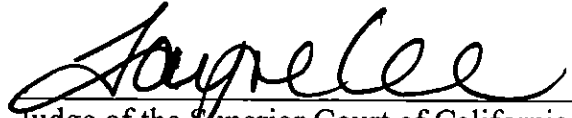
27 23. Notice of this executed Order Granting Final Approval Of Class Action
28 Settlement shall be posted on the Settlement Administrator's website and may be removed

1 following the status conference date set forth above.

2 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

3
4 Dated:

8/15/23


Judge of the Superior Court of California

Jayne C. Lee