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Attorneys for Plaintiff and the proposed class

FILED
Superior Court of California
County of Sacramento
08/16/2024
V. Aleman, Deputy

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

RONALD ALLEN MILES, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

CHICO PRODUCE INC. DBA
PROPACIFIC FRESH; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 34-2021-00301881-CU-OE-GDS

[Case Assigned for All Purposes to Hon. Lauri
A. Damrell in Dept. 22]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: August 16, 2024

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: June 3, 2021

Trial Date: None Set

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

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 RONALD ALLEN MILES (“Class Representative” or “Plaintiff”) against Defendant CHICO
4 PRODUCE INC. DBA PROPACIFIC FRESH (“Defendant”). The Motion for Final Approval of
5 Class Action Settlement came before this Court, on August 16, 2024.

6 **WHEREAS**, the Court granted preliminary approval of the Class Action and PAGA
7 Agreement (“Agreement” or “Settlement”), attached to the concurrently-filed Declaration of
8 Kelsey M. Szamet as Exhibit “1”, on March 22, 2024.

9 **WHEREAS**, Plaintiff has applied to the Court for an order granting final approval of the
10 Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Settlement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
15 Szamet; Ronald Allen Miles; and Makkena Snow of ILYM Group, Inc.; and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class members, except those
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

1 administrators, successors and assigns.

2 5. It is ordered that the Class is certified for settlement purposes only. The Court
3 finds that an ascertainable class exists and a well-defined community of interest exists in the
4 questions of law and fact involved because in the context of the Agreement: (i) there are questions
5 of law and fact common to the Class members which, as to the Agreement and all related matters,
6 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
7 the Class members; and (iii) in negotiating, entering into and implementing the Agreement,
8 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
9 of the Class members.

10 6. The Court finds that the Notice and notice methodology implemented pursuant to
11 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
12 reasonably calculated, under the circumstances, to apprise Class members of the pendency of the
13 Class Action, their right to object to or exclude themselves from the proposed Agreement and their
14 right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate
15 and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
16 requirements of the California Code of Civil Procedure, the California and United States
17 Constitution (including the Due Process Clause), the California Rules of Court and any other
18 applicable law.

19 7. There are no valid requests for exclusion.

20 8. There are no objectors to the Agreement.

21 9. The Class is hereby made final. The Class is defined as:

22 "All non-exempt employees in the Operations-Night-Ops
23 Department who are employed or have been employed by Chico
24 Produce, Inc. dba ProPacific Fresh in the State of California who
25 worked one or more pay periods from June 3, 2017 to November 4,
26 2023." (the "Class Members" or "Settlement Class Members" or
27 "Class"..

26 10. The "Class Period" is June 3, 2017 through November 4, 2023.

27 11. The Aggrieved Employees are defined as:

28 "All non-exempt employees who are employed or have been

employed by Chico Produce, Inc. dba ProPacific Fresh, in the State of California who worked one or more pay periods since June 3, 2020 to November 4, 2023.” (“Aggrieved Employees”.)

12. The PAGA Period is June 3, 2020 to November 4, 2023.

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

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member shall fully release, which provides:

“All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from wage and hour claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint for wage and hour claims, including but not limited to alleged unpaid overtime and/or minimum wage under Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, 1198, failure to provide meal and rest periods pursuant to Labor Code sections 226.7, 512, and 1198, alleged waiting time penalties under Labor Code sections 201, 202, and 203, alleged payroll stub violations under Labor Code 226(a), alleged PAGA penalties under Labor Code 2698 et seq. and other associated penalties from June 3, 2017 to November 4, 2023. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment.”

15. Pursuant to the Agreement, Plaintiff and each Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the following release:

“All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint for wage and hour claims, including but not limited to alleged unpaid overtime and/or minimum wage under

Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, 1198, failure to provide meal and rest periods pursuant to Labor Code sections 226.7, 512, and 1198, alleged waiting time penalties under Labor Code sections 201, 202, and 203, alleged payroll stub violations under Labor Code 226(a), alleged PAGA penalties under Labor Code 2698 et seq. and other associated penalties from June 3, 2020 to November 4, 2023.”

16. Plaintiff and all Class members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

17. The Agreement provides that the Gross Settlement Amount is two hundred eighty five thousand dollars and zero cents (\$285,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

18. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC and D.Law, Inc. as Class Counsel in the Action.

20. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$95,000.00 shall be paid for attorney fees and \$20,000.00 shall be paid for litigation costs.

21. The unopposed application of Class Counsel for an enhancement payment to Plaintiff is hereby granted. Of the Gross Settlement Amount, \$5,000.00 shall be allocated to Class Representative Ronald Allen Miles as a Class Representative Service Payment.

1 22. The unopposed application of Class Counsel for claims administration fees to
2 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$10,000.00 shall be paid
3 for settlement administration fees.

4 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
5 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

6 24. The Court approves the PAGA penalties in the amount of \$10,000.00. The Court
7 approves 75% of the PAGA penalties being allocated to the Labor and Workforce Development
8 Agency ("LWDA") in the amount of \$7,500.00. The Court further directs that the remaining 25%
9 of the PAGA penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount
10 for distribution to the Class members.

11 25. If a Settlement Class Member does not cash his or her settlement check within 180
12 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of
13 California Office of the Controller in the name of the class member who did not cash his or her
14 settlement check.

15 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
16 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

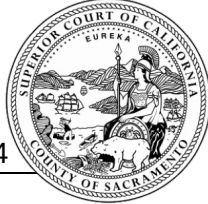
17 27. The Court hereby grants and authorizes the Parties, without further approval from
18 the Court, to agree to and to adopt such amendments, modifications and expansions of this
19 Settlement and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
20 do not limit the rights of Class members under the Settlement.

21 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
22 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
23 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
24 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
25 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
26 Settlement. Any disputes or controversies arising with respect to the interpretation,
27 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
28 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to

1 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

2 29. This Final Order shall constitute a final judgment.

3 30. The Court hereby dismisses the action (including all individual claims and Released
4 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
5 the Agreement.



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

7 **DATED:** August 16, 2024

Lauri A. Damrell / Judge

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On July 23, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

O'HAGAN MEYER LLP

Derek S. Sachs

dsachs@ohaganmeyer.com

Elaine M. McCormick

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San Francisco, CA 94111

Emil Davtyan

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☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 23, 2024, at Woodland Hills, California.


Michelle Tanzer