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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

SARAHI AQUINO, JUAN RAMON TORRES
REYES individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

COAST KING PACKING, LLC, a limited
liability company; IPPOLITO
INTERNATIONAL, L.P., a limited partnership;
and DOES 1 through 10, inclusive

Defendants

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 07/28/2023
By Deputy: Conder, Perla

Case No.: 21CV002448

CLASS AND REPRESENTATIVE ACTION

[Hon. Thomas W. Wills, Dept. 15]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, and the
Declarations of Kane Moon, Plaintiff Sarahi
Aquino, B. James Fitzpatrick, Alison L. Baker,
Plaintiff Juan Ramon Torres Reyes, and Mary
Butler in Support of Motion]*

FINAL APPROVAL HEARING

Date: July 28, 2023

Time: 8:30 a.m.

Dept.: 15

1 On March 22, 2023, this Court issued an Order Granting the Motion for Preliminary
2 Approval of Class Action Settlement reached between Plaintiffs Sarahi Aquino and Juan Ramon
3 Torres Reyes (“Plaintiffs”) and Defendants Coast King Packing, LLC and Ippolito International,
4 L.P. (“Defendants”) (collectively, the “Parties”) in resolution of the above-caption litigation
5 (the “Litigation”). The Court now has before it Plaintiffs’ Proposed Order and Judgment for
6 final approval of the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement
7 Agreement”), attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiffs’
8 Motion for Final Approval of Class Action Settlement.

9 Due and adequate notice having been given to Class Members, and the Court having
10 reviewed and considered Plaintiffs’ Motion for Final Approval of Class Action Settlement, the
11 supporting declarations and exhibits thereto, all other papers filed, and proceedings had hereto,
12 and the record in this Litigation, and good cause appearing, **IT IS HEREBY ORDERED,**
13 **ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
15 terms as set forth in the Settlement Agreement.

16 2. A final approval hearing was held on the question of whether the proposed
17 Settlement Agreement, attorneys’ fees, and costs to Class Counsel, the class representative
18 service payment, payment for settlement administration costs, and the PAGA Allocation to the
19 California Labor and Workforce Development Agency (the “LWDA”) and PAGA Employees
20 should be finally approved as fair, reasonable, and adequate as to Class Members.

21 3. The Court finds that the Settlement Agreement appears to have been made and
22 entered into in good faith, the terms of which are fair, reasonable, and adequate, and therefore
23 meets the requirements for final approval. The Court approves the Settlement Agreement, as set
24 forth below.

25 4. By operation of this Final Order and Judgment and Defendant’s payment of all
26 sums due pursuant to this Settlement, and except as to such rights or claims as may be created
27 by this Settlement, the Class Representatives, the Class and each Class Member who has not
28 submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and
each PAGA Employee, regardless of whether they have requested exclusion from the Settlement

of Class claims, will release claims as follows:

a. **Identity of Released Parties.** The released parties are Defendants, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (including, but not limited to Mondo Farms, LLC; Joel Ippolito Family Trust; David Ippolito Family Trust; QVF, Inc.; QV Air, LLC; Growers Street Cooling, LLC; QV Properties, LLC; JR California, LLC; Queen Victoria Farms, LP; Coastal View Farms, LLC; and Merrill Farms, LLC) (collectively "Releasees").

b. **Date Release Becomes Effective.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants' obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendants have paid all amounts owing under the Settlement.

c. **Claims Released by Settlement Class Members.** Each Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

i. any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5,

558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order (“Released Claims”); Class representatives are allowed \$2,500 each.

d. **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

5. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court.

6. The Court certifies, for settlement purposes only, the following Class (the “Settlement Class”): All non-exempt employees of Defendant who worked for Defendant in California at any time from August 2, 2017 through September 7, 2022. Excluded from the Settlement Class are all persons who properly and timely elected to opt out.

7. The deadline to request exclusion from the Settlement or to submit written objections to the Settlement was June 10, 2023. No requests for exclusion or written objections were received.

8. The Notice of Proposed Class Action Settlement (the “Notice”), which was attached to the Settlement Agreement as Exhibit A and provided to the Class pursuant to the plan for distribution described under the Settlement Agreement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Notice fully satisfied the requirements of due process and provided sufficient notice to all persons entitled thereto.

9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodologies used to calculate Settlement Class Payments to Participating Class Members and PAGA Settlement Payments to PAGA Employees are fair and reasonable, and authorizes the Settlement Administrator to pay settlement allocations in accordance with the terms of the Settlement Agreement. Defendants shall pay into a common fund the total of \$2,300,000.00 (the “Gross Settlement Amount”) to resolve this Litigation. Defendants shall

1 fund the Gross Settlement Amount, plus a separate amount to cover the employer-side payroll
2 taxes on the wage portion of Settlement Class Payments as calculated by the Settlement
3 Administrator, within 12 months of this Final Order; unless an objection is made, in which case
4 the funding shall be within 15 months of service of notice of entry of the final approval order;
5 unless an appeal is filed, in which case the funding shall be within 60 days of the date the
6 judgment is final and no longer subject to appeal. Payments shall be distributed within 14
7 calendar days of receipt of funding and in accordance with the terms of the Settlement
8 Agreement.

9 10. A total amount of \$200,000.00 shall be allocated to penalties under the Private
10 Attorneys General Act of 2004 (“PAGA”), and distributed as follows: 25% (i.e., \$50,000.00) to
11 PAGA Employees and 75% (i.e., \$150,000.00) to the LWDA. The LWDA’s claims for civil
12 penalties pursuant to PAGA are hereby extinguished.

13 11. The Court confirms, for settlement purposes only, the appointment of Sarahi
14 Aquino and Juan Ramon Torres Reyes as the Class Representatives. In addition to any recovery
15 that Plaintiffs are eligible to receive under the Settlement Agreement as Settlement Class
16 Members, the Court approves and orders a service payment to each Plaintiff in the amount of
17 \$10,000.00 from the Gross Settlement Amount for their role and service as Class
18 Representatives, for the risks and work attendant to that role, and for their release of all
19 individual claims, whether known or unknown, under federal law or state law against the
20 Releasees, to the extent permitted by law, through the Class Period (“Plaintiffs’ Released
21 Claims”). Plaintiffs understand this this general release includes unknown claims and that they
22 are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil
23 Code, which provides:

24 A general release does not extend to claims that the creditor or releasing party
25 does not know or suspect to exist in his or her favor at the time of executing
26 the release and that, if known by him or her, would have materially affected his
or her settlement with the debtor or released party.

27 Specifically excluded from Plaintiffs’ Released Claims are any claims for workers’
28 compensation benefits.

12. The Court confirms, for settlement purposes only, the appointment of Moon & Yang, APC and Fitzpatrick & Swanston as Class Counsel, as they are experienced in wage-and-hour class action litigation, have no apparent conflicts of interest with Plaintiffs or other Class Members, and have adequately represented Class interests. The Court approves and orders the payment to Class Counsel from the Gross Settlement Amount for reasonable attorneys' fees up to 33 1/3% of the Gross Settlement Amount (~~\$766,666.66~~ ^{\$659,145.55}), of which ~~\$511,111.11~~ ^{\$403,590.} shall be paid to Moon & Yang, APC and \$255,555.55 shall be paid to Fitzpatrick & Swanston. Additionally, the Court approves and orders the payment of ~~\$15,587.86~~ ^{\$14,837.86} to Moon & Yang, APC and \$5,196.33 to Fitzpatrick & Swanston from the Gross Settlement Amount for reimbursement of litigation costs actually incurred by Class Counsel. The Court finds these amounts are reasonable considering the benefits provided to the Class.

13. The Court confirms the appointment of Simpluris as the Settlement Administrator. The Settlement Administrator has fulfilled its initial notice and reporting duties owed under the Settlement Agreement. The Court approves and orders the payment of \$41,315.00 from the Gross Settlement Amount to Simpluris for the costs of settlement administration.

14. The Court confirms the approval of The California State Bar's "Justice Gap Fund" as an appropriate *cy pres* beneficiary of any uncashed checks, pursuant to California Code of Civil Procedure section 384.

15. In accordance with California Rule of Court 3.771(b), notice of this Final Order and Judgment will be given to the Class by the Settlement Administrator who will post the Final Order and Judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the entry of final Judgment. The address of that website was included in the Notice.

16. This Final Order and Judgment is intended to be a final disposition of the Litigation in its entirety and is intended to be immediately appealable.

17. The Court shall retain jurisdiction over the Parties with respect to all matters related to the administration and consummation of the Settlement Agreement and any and all claims

1 asserted in, arising out of, or related to the subject matter of the Litigation, including, but not
2 limited, to all matters related to enforcement of the Settlement Agreement and the determination
3 of all controversies relating thereto.

4 18. The Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action
5 Settlement, and ORDERS final judgment to be entered in accordance with the terms herein.

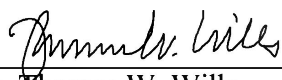
6 19. The Settlement Agreement is finally approved but is not an admission by
7 Defendants of the validity of any claims in this Litigation, or of any wrongdoing by Defendants or
8 of any violation of law. Neither the Settlement Agreement nor any related document shall be
9 offered or received in evidence in any civil, criminal, or administrative action or proceeding other
10 than such proceedings as may be necessary to consummate or enforce the Settlement Agreement.
11 The obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties
12 are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13 20. The Court sets a Non-Appearance Hearing (Case Review) re: Distribution on
14 August 23, 2024 at 8:30 a.m. in Department 15. Class Counsel are ordered to file a
15 final report and declaration by the Settlement Administrator regarding settlement distribution no
16 later than August 12, 2024, if available*. No appearance is required at the Case Review
17 if the Settlement Administrator's declaration filed prior to the hearing reports that all the
18 distributions under the Settlement Agreement are complete. Should any Class Member funds be
19 uncashed and voided after the 180-day issuance period, Class Counsel are ordered to file an
20 amended judgment regarding distribution of uncashed funds to The California State Bar's "Justice
21 Gap Fund," which shall be filed at the time of filing the aforementioned final report and declaration
22 by the Settlement Administrator regarding settlement distribution.

23 * if the settlement has not been funded in time to allow final distribution, a status report
24 re funding and distribution shall be submitted.

25 **IT IS SO ORDERED.**

26 DATE: July 28, 2023

27 
28 Hon. Thomas W. Wills
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On July 6, 2023, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR**
10 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 B. James Fitzpatrick
14 Alison L. Baker
15 **FITZPATRICK & SWANSTON**
16 555 S. Main Street
17 Salinas, CA 93901
18 bjfitzpatrick@fandslegal.com
19 abaker@fandslegal.com

20 **Attorneys for Plaintiff JUAN RAMON**
21 **TORRES REYES on behalf of himself**
22 **and**
23 **all similarly aggrieved employees**

24 Elizabeth R. Leitzinger
25 Bradley J. Levang
26 **FENTON & KELLER**
27 2801 Monterey-Salinas Highway
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Attorneys for Defendants Coast King
Packing, LLC And Ippolito International,
L.P.

17 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
18 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the
19 firm's practice of collection and processing correspondence for mailing. Under that
20 practice it would be deposited with U.S. postal service on that same day with postage
21 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
22 aware that on motion of the party served, service is presumed invalid if postal
23 cancellation date or postage meter date is more than one day after date of deposit for
24 mailing in affidavit.

25 X (State) I declare under penalty of perjury under the laws of the State of California
26 that the above is true and correct.

27 Executed on July 6, 2023, at Los Angeles, California.

28 Janelle Jickain
Name

Signature