

Electronically Submitted on 12/15/22 8:12 AM

1 **STANSBURY BROWN LAW, PC**
2 DANIEL J. BROWN (SBN 307604)
3 dbrown@stansburybrownlaw.com
4 2610 ½ Abbot Kinney Blvd.
5 Venice, California 90291
6 Tel: (323) 204-3124

Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF MADERA**

9 JUSTINO MEDRANO, as an individual and
10 on behalf of all others similarly situated,

Plaintiff,

vs.

11 F & F CONTRACTING, INC., a California
12 corporation; WONDERFUL CITRUS, LLC, a
13 Delaware limited liability company;
14 WONDERFUL CITRUS II, LLC, a Delaware
15 limited liability company; WONDERFUL
16 CITRUS PACKING, LLC, a Delaware
17 Limited Liability Company; WONDERFUL
18 CITRUS COOPERATIVE, a California
19 corporation; WONDERFUL CITRUS
20 HOLDINGS, LLC, a Delaware limited
21 liability company; WONDERFUL CITRUS
22 VENTURES, LLC, a Delaware limited
23 liability company; and DOES 1 through 100,

Defendants.

Case No. MCV085748

*[Assigned for all purposes to the Hon.
Michael J. Jurkovich, Dept. 44]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, AND REASONABLE
ATTORNEYS' FEES AND COSTS**

Date: January 10, 2022
Time: 8:30 a.m.
Dept: 44

Action Filed: July 19, 2021
Trial Date: None Set

1 The Unopposed Motion of Plaintiff Justino Medrano (“Plaintiff”) for Settlement Approval
2 of Claims Brought Under The Private Attorneys General Act, and Reasonable Attorneys’ Fees
3 and Costs came on regularly for hearing before this Court on January 10, 2022, at 8:30 a.m. The
4 Court, having considered the PAGA Only Settlement Agreement (the “Settlement Agreement”)
5 entered into between Plaintiff and Defendant F & F Contracting, Inc. and the documents and
6 evidence presented in support thereof, and recognizing the disputed issues involved in this case,
7 the risks of prosecution, and benefits to be received by the State of California and the Aggrieved
8 Employees pursuant to the Settlement Agreement, the Court hereby makes a final ruling pursuant
9 to Labor Code § 2699 that the proposed Settlement Agreement is fair, reasonable, and adequate,
10 and is the product of good faith arm’s length negotiations between the Parties. Good Cause
11 appearing therefore, the Court hereby GRANTS Plaintiff’s Motion for Settlement Approval of
12 Claims Brought Under The Private Attorneys General Act And For Reasonable Attorneys’ Fees
13 And Costs, and HEREBY ORDERS THE FOLLOWING:

14 1. The class action claims alleged in the operative complaint are dismissed without
15 prejudice.

16 2. The “Aggrieved Employees” shall be defined as:

17 All of F & F Contracting, Inc.’s non-exempt citrus employees who
18 worked for F & F Contracting, Inc. in California at any time from July
19 19, 2020, to September 26, 2022.

20 3. The “PAGA Period” means the time period from July 19, 2020 through September
21 26, 2022.

22 4. The Court hereby approves the Settlement as set forth in the Settlement Agreement
23 as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement Agreement
24 according to its terms.

25 5. The Court orders that Defendant F & F Contracting, Inc. shall pay the Maximum
26 Settlement Amount of \$145,000.00 within thirty (30) calendar days of the date this Order is
27 entered, as provided for in the Settlement Agreement.

28 6. The Court hereby approves, as to form and content, the Notice of Settlement of
Private Attorneys General Act Claim (Cal. Labor Code § 2698 *et. Seq.*), attached as Exhibit A to

1 the Settlement Agreement, which shall be mailed via First-Class U.S. Mail to the Aggrieved
2 Employees in English and Spanish along with the Individual Settlement Payments no later than
3 thirty (30) calendar days of the date this Order is entered, as provided for in the Settlement
4 Agreement.

5 7. Within twenty-one (21) business days following the initial mailing of the
6 Individual Settlement Payments, Defendant will provide an accounting under oath to the Parties
7 of the amounts paid from the Settlement.

8 8. The Court finds that attorneys' fees in the amount of \$50,750.00 for Plaintiff's
9 Counsel, and reimbursement-of-litigation costs of \$9,978.03 to Plaintiff's Counsel are fair,
10 reasonable, and adequate, and orders that Defendant distribute these payments to Plaintiff's
11 Counsel within thirty (30) calendar days of the date this Order is entered, as provided for in the
12 Settlement Agreement.

13 9. The Court finds that the payment to the State of California Labor and Workforce
14 Development Agency ("LWDA") in the amount of \$63,203.97 (representing 75% of the PAGA
15 civil penalties under Labor Code § 2699(i)) is fair, adequate, and reasonable, and orders that
16 payment be made to the LWDA as provided for in the Settlement Agreement.

17 10. The Court approves the limited scope of the PAGA Release, contained in the
18 Settlement Agreement. Following entry of this Order and Final Judgement and payment of the
19 entire Maximum Settlement Amount, Plaintiff and the Aggrieved Employees will release any and
20 all PAGA Released Claims against Defendant, its past or present officers, directors, and
21 shareholders (collectively, the "Released Parties") based on the facts pled in the operative
22 complaint and LWDA Notices that arose during the PAGA Period, including for violations of
23 Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 516, 558, 1174, 1194, 1198, 2802, 2804, and
24 2698 *et seq.* ("PAGA Released Claims").

25 11. Upon entry of this Final Judgment and Order and full payment of the Maximum
26 Settlement Amount, Plaintiff and the Aggrieved Employees will be forever barred from pursuing
27 any and all of the PAGA Released Claims that arose during the PAGA Period against the Released
28 Parties.

1 12. Without affecting the finality of this Final Judgement and Order in any way, the
2 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
3 of the Settlement Agreement.

4 **IT IS SO ORDERED.**

5
6 Dated: 01/10/2023, 2022



Honorable Michael J. Jurkovich
Judge of the Superior Court

The electronic signature and seal on
this document have the same validity
and legal force and effect as an original
signature and court seal. California
Government Code §68150(g).