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Attorneys for Plaintiff

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

9 JACINTO BRAVO, as an individual and on behalf  
10 of all others similarly situated,

11 Plaintiff,

12 vs.

13 J & R DEBENEDETTO ORCHARDS, INC., a  
14 California corporation; DEBENEDETTO  
15 EXPORTS, INC., a California corporation; and  
16 DOES 1 through 100,

17 Defendants.

**FILED**  
Superior Court of California,  
County of Madera  
**02/24/2023**  
Adrienne Calip / Clerk of Court  
By: Bernice Jackson-Hyatt, Deputy Clerk

Case No.: MCV086092

[Assigned for all purposes to Dept. 44]

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

Date: February 24, 2023  
Time: 8:30 a.m.  
Dept.: 08

Complaint Filed: September 28, 2021  
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 24, 2023, at 8:30  
2 a.m. pursuant to California Rule of Court 3.769 and this Court's October 3, 2022 Order Granting  
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having  
4 considered the Parties' Stipulation of Class Action Settlement (the "Settlement" or "Settlement  
5 Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown in Support of Plaintiff's  
6 Motion for Preliminary Approval of Class Action Settlement, filed on September 9, 2022, and the  
7 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in  
8 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to  
9 the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,  
10 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the  
11 Parties.

12 Unless otherwise indicated, all terms used in this Order shall have the same meaning as  
13 that assigned to them in the Settlement.

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final  
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is  
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement  
18 Class consisting of:

19 All current and former non-exempt employees of Defendants Richard and Janis  
20 DeBenedetto dba DeBenedetto Ag ("DeBenedetto Ag"), J&R DeBenedetto Orchards  
21 Inc. ("J&R"), and DeBenedetto Exports, Inc. ("DeBenedetto Exports") (collectively  
22 "Defendants") in California who worked at any time from September 28, 2017 to October  
23 10, 2022 ("Class Period"), and who did not sign a separation agreement during the Class  
24 Period, including the Minimum Wage Class, the Overtime Wage Class, the Meal Period  
25 Class, the Rest Break Class, the Employee Expense Class, the Wage Statement Class, the  
26 Reporting Time Class, and the Waiting Time Class, as those Classes are defined in the  
27 operative Second Amended Class and Representative Action Complaint ("SAC").

24 2. Plaintiff Jacinto Bravo is hereby confirmed as Class Representative, and Daniel J.  
25 Brown of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

26 3. Notice was provided to the Settlement Class as set forth in the Settlement, which  
27 was preliminarily approved by the Court on September 9, 2022, and the notice process has been  
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1 completed in conformity with the Court's Order. The Court finds that said notice was the best  
2 notice practicable under the circumstances. The Class Notice provided due and adequate notice  
3 of the proceedings and matters set forth herein, informed Class Members of their rights, and fully  
4 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of  
5 Court 3,769, and due process.

6 4. The Court finds that no Class Member who received the Class Notice objected to  
7 the Settlement or opted-out of the Settlement, and that the 100% participation rate in the  
8 Settlement supports final approval.

9 5. The Court hereby approves the settlement as set forth in the Settlement as fair,  
10 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its  
11 terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the  
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;  
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined  
15 community of interest among members of the Settlement Class with respect to the subject matter  
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members  
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the  
18 interests of the Class Members; (e) a class action is superior to other available methods for an  
19 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel  
20 for the Class Representative and the Settlement Class.

21 7. The Court finds that given the absence of objections, and objections being a  
22 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of  
23 notice of entry.

24 8. The Court orders that the Maximum Settlement Amount of Five Hundred Seventy-  
25 Five Thousand Dollars (\$575,000.00) shall be deposited with the Settlement Administrator,  
26 Phoenix Settlement Administrators ("PSA"), as provided in the Settlement.

27 9. Any Settlement funds that remain uncashed after 180 days after they are mailed  
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1 shall be transferred by PSA to Madera County Sheriff's Foundation, a 501(c)(3) non-profit  
2 located in Madera County, California as the *cy pres*.

3 10. The Court finds that the Individual Settlement Awards, as provided for in the  
4 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to  
5 distribute the Individual Settlement Awards in conformity with the terms of the Settlement. The  
6 Court further orders that any envelope transmitting a Settlement Awards to a Settlement Class  
7 Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS  
8 ENCLOSED."

9 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for  
10 Plaintiff Jacinto Bravo is appropriate for his risks undertaken and service to the Settlement Class.  
11 The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement  
12 Administrator make this payment in conformity with the terms of the Settlement.

13 12. The Court finds that attorneys' fees in the amount of \$191,666.67 and actual  
14 litigation costs of \$9,565.64 for Class Counsel, are fair, reasonable, and adequate, and orders that  
15 the Settlement Administrator distribute these payments to Class Counsel in conformity with the  
16 terms of the Settlement.

17 13. The Court finds that a payment to the Labor & Workforce Development Agency  
18 ("LWDA") in the amount of \$7,500.00 for the LWDA's share of civil penalties under the Labor  
19 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the  
20 Settlement Administrator make this payment in conformity with the terms of the Settlement.

21 14. The Court orders that the Settlement Administrator shall be paid \$12,250.00 from  
22 the Maximum Settlement Amount for all of its work done and to be done until the completion of  
23 this matter, and finds that sum appropriate.

24 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the  
25 portion of the Net Settlement Fund allocated to wages shall be paid by Defendants separately, and  
26 in addition to, the Maximum Settlement Amount.

27 16. The Court finds and determines that upon satisfaction of all obligations under the  
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1 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will  
2 have released the Released Claims as set forth in the Settlement.

3 17. Settlement is not an admission by Defendants, nor is this Order and Final  
4 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.  
5 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor  
6 any action taken to carry out the Settlement, shall be construed or deemed an admission of  
7 liability, culpability, or wrongdoing on the part of Defendants.

8 18. As of the date of this Order and Final Judgment and the full funding of the  
9 Maximum Settlement Amount as called for in the Settlement, Plaintiff and every member of the  
10 Settlement Class shall be deemed to have released and discharged Defendants, their past and  
11 present officers, directors, shareholders, managers, employees, agents, principals, attorneys,  
12 insurers, and their respective successors and predecessors in interest, subsidiaries, affiliates,  
13 parents, related companies and related entities (the “Released Parties”) from all claims, demands,  
14 actions, rights, liabilities and causes of action that were pled in the filed Second Amended  
15 Complaint (“SAC”), including, (a) minimum wage violations (b) failure to pay all overtime  
16 wages; (c) meal period violations; (d) wage statement violations; (e) failure to reimburse; (f)  
17 waiting time penalties; (g) failure to pay reporting time pay; (h) rest period violations; (i) all  
18 claims arising out of unfair business practices under Business & Professions Code § 17200, *et*  
19 *seq.* that could have been premised on the claims that were pled based on the factual allegations  
20 in the Second Amended Class and Representative Action Complaint (“SAC”) (collectively, the  
21 “Released Claims”) during the Class Period. For members of the Settlement Class who do not  
22 validly opt out, the release period shall extend to the Class Period, which is from September 28,  
23 2017 to October 10, 2022.

24 19. Plaintiff and all Class Members who were employed by Defendants in California  
25 at any time from September 27, 2020 through October 10, 2022 (“PAGA Period”) (“Aggrieved  
26 Employees”), will not have the opportunity to opt out or object to the PAGA Settlement Amount,  
27 as described in paragraphs 2(B), and 3(B)(5) of the Settlement, and will fully release and  
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1 discharge the Released Parties from all PAGA claims that are based on the Labor Code violations  
2 pled in the filed SAC, the original letter to the LWDA dated September 27, 2021, and  
3 supplemental letter to the LWDA dated September 8, 2022, which arose during the PAGA Period.

4 20. Notwithstanding the paragraphs above nor anything else in the Settlement,  
5 Plaintiff's waiver and release in the Settlement does not apply to (i) those rights that as a matter  
6 of law cannot be waived, including, but not limited to, workers' compensation claims, pending  
7 or otherwise; and (ii) rights or claims arising out of this Settlement.

8 21. The releases identified herein shall be null and void should the Settlement not be  
9 fully funded.

10 22. This document shall constitute a final judgment pursuant to California Rule of  
11 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final  
12 approval hearing, the court must make and enter judgment. The judgment must include a  
13 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the  
14 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
15 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the  
16 Court will retain jurisdiction to enforce the Settlement, this Final Order and Judgment.

17 23. The Settlement Administrator shall file a declaration regarding the disbursement  
18 of Settlement funds on or before November 9, 2023, and the date for the Final Report  
19 (Nonappearance) Hearing shall be set for November 16, 2023. The declaration shall state the date  
20 the checks were mailed, the total number of checks mailed to Settlement Class Members, the  
21 total value of those uncashed checks, and the nature and date of the disposition of those unclaimed  
22 funds.

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24 **APPROVED AS TO FORM:**

25 DATED: January 30, 2023

STANSBURY BROWN LAW, PC

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28 Daniel J. Brown

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CASAS RILEY SIMONIAN LLP

Jan.

Gregory C. Simonian  
Valerie S. Higgins  
Attorneys for Defendants

**IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

Dated: 02/24/2023, 2023

M. M. Kovács

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).