

05/09/2023

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF TULARE**

12 MARIA ROCHA, an individual, on behalf of
13 herself and others similarly situated, and as a
14 private attorney general on behalf of the State
15 of California,

16 Plaintiff,

17 v.

18 GRAPES FLC, a California Corporation, and
19 DOES 1 thru 50, inclusive,

20 Defendants.

Case No.: VCU289872

[Assigned For All Purposes to the Hon. Bret
Hillman, Dept. 7]

**[PROPOSED] ORDER OF FINAL
APPROVAL AND ENTRY OF
JUDGMENT**

Date: May 9, 2023

Time: 8:30 am

Dept.: 7

Complaint Filed: December 22, 2021

Trial Date: None Set

BY FAX

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") and the
2 Motion for Attorneys' Fees and Costs were concurrently heard on May 9, 2023, in Department 7,
3 of the above-entitled court. The Final Approval Motion and Motion for Attorneys' Fees and Costs
4 were unopposed by Defendant Grapes FLC. Having considered the Final Approval Motion, the
5 Settlement, the Motion for Attorneys' Fees and Costs, the Declarations, and all other materials
6 properly before the Court and having conducted an inquiry pursuant to California Rules of Court,
7 rule 3.769(g), the Court finds that the Settlement Agreement was entered by all Parties in good
8 faith, and the Settlement Agreement is approved. Due and adequate notice having been given to
9 the Class, and the Court having considered the Settlement Agreement, all papers filed and
10 proceedings had herein, and having reviewed the record in this Litigation, and good cause
11 appearing, IT IS HEREBY ORDERED, ADJUSTED, AND DECREED AS FOLLOWS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement
13 and Attorneys' Fees and Costs (the "Order") shall have the same meanings given as those terms
14 are used and/or defined in the Parties' Settlement Agreement.

15 2. The Court has jurisdiction over the subject matter.

16 3. The Court is satisfied that ILYM Group, which functioned as the Settlement
17 Administrator, completed the distribution of the Notices of Settlement to the Class Members in a
18 manner that comports with the requirements of California Code of Civil Procedure section 382,
19 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
20 United States Constitutions, and other applicable law, and constitutes the best notice practicable
21 under the circumstances. The Notice of Settlement informed the potential Class Members of the
22 Settlement terms, their rights to do nothing and receive their Settlement share, their rights to
23 submit a Request for Exclusion, their rights to comment on or object to the Settlement, and their
24 rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
25 Adequate periods of time to respond and to act were provided by each of these procedures. Based
26 on evidence and other material submitted, the actual notice to the class was adequate.

27 4. The Court finds that the instant action presented a good faith dispute of the claims
28 alleged, and the Court finds in favor of settlement approval.

- 1 5. No Class Members submitted a request for exclusion.
- 2 6. No Class Members submitted an objection.
- 3 7. The Court approves the Settlement of the above-captioned action, as set forth in
- 4 the Settlement Agreement and each of the releases and other terms, as being entered into in good
- 5 faith, fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are
- 6 directed to perform in accordance with the terms set forth in the Settlement Agreement.
- 7 8. The Settling Parties are to bear their own costs, except as otherwise provided in the
- 8 Settlement Agreement.
- 9 9. For settlement purposes only, the Court finally certifies the Class as defined in the
- 10 Party's Settlement Agreement and as follows: all non-exempt employees employed by Grapes
- 11 FLC from January 1, 2018 through June 30, 2022.
- 12 10. The Court deems this definition sufficient for the purpose of California Rule of
- 13 Court 3.765(a), and solely for the purpose of effectuating the Settlement. The Court also finds and
- 14 concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all
- 15 members is impracticable; (b) there are questions of law or fact common to the Settlement Class
- 16 Members, and there is a well-defined community of interest among the Settlement Class
- 17 Members with respect to the subject matter of the Action; (c) the claims of the Class
- 18 Representative are typical of the claims of the Class Members; (d) the Class Representative has
- 19 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
- 20 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
- 21 record for the Class Representative, *i.e.*, Class Counsel is qualified to serve as counsel for
- 22 Plaintiff in their individual and representative capacity and for the Settlement Class.
- 23 11. The Court appoints and confirms Plaintiff Maria Rocha as Class Representative.
- 24 12. The Court finds David S. Winston of Winston Law Group, P.C. to be adequate
- 25 Class Counsel and appoints David S. Winston and Winston Law Group, P.C. as Class Counsel.
- 26 13. Upon the Effective Date (the first business date of entry of this Order per I(Q) of
- 27 the Parties Settlement Agreement), the Class Representative and each of the Settlement Class
- 28 Members shall be deemed to have, and by operation of this Order and Judgment shall have, fully,

1 finally, and forever released, relinquished, and discharged the Released Claims, as defined in the
2 Settlement Agreement. Upon the Effective Date, all Settlement Class Members shall be and are
3 hereby permanently barred and enjoined from the institution or prosecution of any and all of the
4 Released Claims as provided by the terms of the Settlement.

5 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
6 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
7 of the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of,
8 the validity of any of the Class Members' Released Claims, or of any wrongdoing or liability of
9 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
10 as an admission of, or evidence of, any fault or omission of Defendant or any of the other
11 Released Parties in any civil, criminal, or administrative proceeding in any court, administrative
12 agency, or other tribunal.

13 15. The Gross Settlement Amount to be funded under the Settlement Agreement is
14 \$178,000.00. From this amount, Class Counsel sought an award of attorneys' fees of \$59,333.33
15 (1/3 of the monetary Gross Settlement Amount), case costs of \$9,261.70, a Service Award for the
16 Class Representative Maria Rocha of \$5,000.00); and Settlement Administration Costs on behalf
17 of ILYM Group, Inc. of \$30,000.00. Defendant did not oppose these requests. The Court finds
18 that the Amount to be Funded is fair, reasonable, adequate, and awards the payments set forth
19 below from the Amount to be Funded:

- 20 a. \$59,333.33 to Class Counsel for attorneys' fees;
- 21 b. \$9,261.70 to Class Counsel for litigation costs/expense reimbursements;
- 22 c. \$5,000 to Class Representative Maria Garcia as a Service Award;
- 23 d. \$30,000.00 to the Settlement Administrator ILYM Group;
- 24 e. PAGA Payment to the LWDA of \$3,000.00 (75% of the \$4,000 in PAGA
25 penalties recovered under the settlement)
- 26 f. After deducting the foregoing payments from the Amount to be Funded, the
27 remainder of \$71,404.97 shall form the Net Settlement Amount payable to the participating Class
28

1 Members and shall be distributed as set forth in and in accordance with the Settlement Agreement
2 and as calculated by the Settlement Administrator.

3 16. The Court finds that distribution of any residual funds to the proposed cy pres
4 beneficiary CASA of Tulare County complies with the requirements of Code of Civil Procedure
5 section 384. The Court hereby appoints CASA of Tulare County as the cy pres beneficiary for
6 any residual funds, pursuant to the terms of the Settlement. Upon the expiration of the check
7 cashing deadline, the Settlement Administrator shall promptly send all unclaimed funds to CASA
8 of Tulare County and provide a report to Class Counsel that shall be filed with this Court
9 evidencing that such payment has been made.

10 17. The Court shall hold a compliance hearing on 11/14/23, ~~2024~~, at 8:30 a.m.
11 in Courtroom to confirm the distribution of funds under Code of Civ. Proc. section 384. Class
12 Counsel shall file a declaration on behalf of the ILYM regarding the Status of Settlement
13 Administration and the amount of residual funds paid to the *cy pres* recipient at least five (5) days
14 before the Code of Civ. Proc. § 384 compliance hearing.

15 18. Upon entry of this Order, compensation to the Settlement Class shall be effected
16 pursuant to the terms of the Settlement.

17 19. This Judgment is intended to be a final disposition of the class action and
18 representative claims in the above-captioned action and is intended to be immediately applicable.

19 20. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
21 Class Representative, the Class Members, and Defendant for purposes of supervising the
22 implementation, enforcement, construction, administration, and interpretation of the Settlement
23 Agreement and this Judgment.

24
25 DATED: 05/09/2023



Hon. Bret Hillman
Judge of the Superior Court