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Attorneys for Plaintiff

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

MARIA DOLORES ORTIZ RODRIGUEZ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

SUMMERSWEET FARMS, INC., a California
entity; and DOES 1 through 10, inclusive,
Defendant.

Lead Case No.: 21CECG02923

Consolidated with. 21CECG03593

CLASS & REPRESENTATIVE ACTION

*[Assigned to Hon. Jonathan M. Skiles, Dept.
403]*

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

FINAL APPROVAL HEARING

Date: November 4, 2025
Time: 3:30 p.m.
Dept.: 403

Complaint filed: September 30, 2021

Trial date: Not set

1 On or around June 18, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Maria Dolores Ortiz Rodriguez
3 ("Plaintiff") now seeks an order granting final approval of the Class Action and PAGA Settlement
4 Agreement and Class Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement
5 is attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Final
6 Approval of Class Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant Summersweet Farms, Inc. ("Defendant," and together
17 with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
22 Final Approval of Class Action Settlement as **Exhibit 1**. The Court also approves the PAGA
23 representative action settlement pursuant to California Labor Code section 2699(l). Pursuant to
24 PAGA, California Labor Code § 2699(s)(2), the Labor and Workforce Development Agency (the
25 "LWDA") has been given timely notice of the Settlement Agreement. The Court finds and
26 determines that Plaintiff's notice of the Settlement to the LWDA complied with the statutory
27 requirements of PAGA.

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1 4. The Court finds that the Settlement appears to have been made and entered into in
2 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
3 enhancement as set forth below.

4 5. Upon the date on which the Court issues the Final Approval Order and Judgment,
5 named Plaintiff and all members of the Settlement Class, except those that make a valid and
6 timely request to be excluded from the Settlement Class and Settlement, and Participating
7 PAGA Members, waive, release, discharge, and promise never to assert in any forum any and
8 all claims that were alleged in the Litigation or which could have been alleged in the Litigation
9 by reason or in connection with any matter or fact set forth or referred to in the Litigation during
10 the Settlement Period and the PAGA Period against Defendant, and its divisions, affiliates,
11 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
12 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
13 subsidiaries, joint employers, insurers, attorneys, and related corporations, including the
14 following claims: (1) all claims alleged in the operative complaint, under any legal theory of
15 liability, for the failure to pay all wages of any kind, including any minimum or straight time
16 wages, rest and recovery time, and non-productive time owed pursuant to California Labor Code
17 §§ 204, 510, 1194, 1194.2, and 1197, the California Industrial Welfare Commission (“IWC”)
18 Wage Orders, or any comparable federal statute under any theory of liability; (2) all claims
19 alleged in the operative complaint, under any legal theory of liability, for the failure to pay
20 overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 1194, and
21 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability;
22 (3) all claims alleged in the operative complaint, under any legal theory of liability, for the
23 failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the
24 IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of
25 liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, and
26 the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal theory
27 of liability, for the failure to properly calculate any premiums owed and/or paid pursuant to
28 California Labor Code § 226.7(b); (6) all claims alleged in the operative complaint, under any

1 legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final
2 wages or other amounts allegedly owed to Class Members pursuant to California Labor Code
3 §§ 201-203; (7) all claims alleged in the operative complaint, under any legal theory of liability,
4 for any penalties of any kind arising from an alleged wage statement violation pursuant to
5 California Labor Code §§ 226 and 1174.5; (8) all claims alleged in the operative complaint,
6 under any legal theory of liability, for failure to indemnify employees for expenditures pursuant
7 to California Labor Code § 2802; (9) all claims alleged in the operative complaint, under any
8 legal theory of liability, for violation of Business & Professions Code §§ 17200, et seq.; (10) all
9 claims alleged in the operative complaint and Plaintiff's PAGA letter, under any legal theory of
10 liability, for penalties pursuant to the PAGA (Labor Code §§ 2698, et seq.); and (11) all claims
11 alleged in the operative complaint, under any legal theory of liability, for any penalties or any
12 another amounts that could be potentially owed to Class Members during the Settlement Period,
13 including penalties owed pursuant to California Labor Code §§ 210, 226.2, 226.3, 558, and
14 1197.1.

15 6. Upon final approval of the Settlement by the Court, Plaintiff, Participating Class
16 Members, Participating PAGA Members, and the LWDA/State of California will release the
17 aforementioned claims against all Released Parties, and release the claims as set forth in the
18 Settlement Agreement

19 7. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 8. Solely for purposes of effectuating the Settlement, the Court finally certified the
22 following Class – all persons who worked for Defendant in California as an hourly or non-exempt
23 employee at any time during the Settlement Period who do not timely and validly exclude
24 themselves from the Class in compliance with the exclusion procedures set forth in this
25 Settlement. The Settlement Period is defined as April 5, 2017 through November 30, 2022.

26 9. No Class Member has objected to the terms of the Settlement.

27 10. Three Class Members have requested exclusion from the Settlement.

28 11. The Notice provided to the Class conforms with the requirements of California Rules

1 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
2 by providing individual notice to all Class Members who could be identified through reasonable
3 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
4 therein to the Class Members. The Notice fully satisfies the requirements of due process.

5 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and
6 the methodology used to calculate and pay each Participating Class Member's Net Settlement,
7 pay each Participating PAGA Member, and pay the LWDA PAGA payment are fair and
8 reasonable. The Court authorizes the Settlement Administrator to pay the Net Settlement
9 Payments to the Participating Class Members in accordance with the terms of the Settlement,
10 and the Court authorizes the Settlement Administrator to calculate and pay all settlement payments,
11 in accordance with the terms of the Settlement Agreement.

12 13. Defendant shall pay a total of \$275,000.00 to resolve this litigation and to separately
13 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

14 14. The Court hereby appoints Plaintiff Maria Dolores Ortiz Rodriguez, for settlement
15 purposes only, as the Class Representative. From the Gross Settlement Amount, \$5,000.00 shall be
16 paid to Plaintiff, for her services as class representative and for her agreement to release claims.

17 15. The Court hereby authorizes CPT Group, Inc. to act as the Settlement Administrator.
18 From the Gross Settlement Amount, \$8,000.00 shall be paid to the Settlement Administrator.

19 16. The Court hereby confirms Benjamin H. Haber and Daniel J. Kramer, of Wilshire
20 Law Firm, PLC as Class Counsel, for settlement purposes only.

21 17. From the Gross Settlement Amount, Class Counsel is awarded \$91,666.67 for their
22 reasonable attorneys' fees and \$13,982.32 for their reasonable costs incurred in the action. The fees
23 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
24 the fees are reasonable in light of the benefit provided to the Class.

25 18. Settlement checks shall be valid for one hundred and eighty (180) days after issuance.
26 The funds associated with any settlement checks that were undelivered or have not been cashed,
27 deposited, or otherwise negotiated within one hundred and eighty (180) days after issuance shall be
28 distributed to Valley Children's Hospital, which is the *cypres* beneficiary indicated in the Settlement

1 Agreement and thereby appointed by the Court. Upon the expiration of the check cashing deadline,
2 the Settlement Administrator shall promptly send all unclaimed funds to Valley Children's Hospital.

3 19. After the Settlement Administrator disburses all payments under the Settlement
4 Agreement, also including the payment to the *cy pres* beneficiary, the Settlement Administrator shall
5 provide a declaration to Class Counsel and Defendant's counsel attesting to the disbursement of all
6 payments pursuant to the Settlement Agreement.

7 20. Nothing in this Order/Judgment or the Settlement shall be construed as an admission
8 or concession by any party. The Settlement and this resulting Order/Judgment simply represent a
9 compromise of disputed allegations.

10 21. This Judgment is intended to be a final disposition of the class action and PAGA
11 representative claims in the above captioned action and is intended to be immediately applicable.

12 22. This document shall constitute a Judgment for purposes of California Rule of Court
13 3.769(h). Without affecting the finality of this Order/Judgment in any way, the Court reserves
14 exclusive and continuing jurisdiction over the Action, the Class Representative, Class Members,
15 Aggrieved Employees, Defendant, and counsel of record for purposes of supervising the
16 implementation, enforcement, construction, administration, and interpretation of the Settlement
17 Agreement and this Judgment.

18 23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
19 and the Court directs that judgment shall be entered in accordance with the terms of this Order.
20

21 **IT IS SO ORDERED.**

22
23 DATE:

24 _____
Hon. Jonathan M. Skiles
Fresno County Superior Court
25
26
27
28

PROOF OF SERVICE

Ortiz Rodriguez v. Summersweet Farms, Inc., et al.
21CECG02923

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to this action. My business address is 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On October 13, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Ian B. Wieland (SBN 285721)
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Attorneys for Defendant Summersweet Farms, Inc.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **October 13, 2025**, at Los Angeles, California.



Rebecca Padilla