

AUG 22 2024

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DEPUTY

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individually and on behalf of similarly situated employees

[additional parties continued on next page]

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

CLASS ACTION

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

Date: August 22, 2024

Time: 9:00 a.m.

Dept.: 11B

Judge: Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC File: September 19, 2023

Trial Date: None Set

[PPSD] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FILE BY FAX

JUL 30 2024

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16 individually and on behalf of similarly situated employees
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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
3 referenced case came before this Court, on the date noted above, in Department 11B before the
4 Honorable Robert T. Waters, presiding. Through tremendous effort by all involved, the parties were
5 able to come to a global resolution. Named Plaintiffs Elizabet Sanchez and Griselda Ramirez
6 ("Plaintiffs") have filed a Third Amended Complaint in this case that consolidates two lawsuits into a
7 single proceeding into to allow a single, streamlined review by the Court of the fairness and adequacy
8 of a global class action and Private Attorneys General Act ("PAGA") settlement. The two lawsuits
9 include the following: (1) *Sanchez v. Pacific Coast Producers*, San Joaquin County Superior Court,
10 Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, ("*Sanchez Action*"); and (2) *Ramirez v.*
11 *Pacific Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-
12 0010664, filed November 18, 2022. ("*Ramirez Action*"). The operative Complaint alleges that
13 Defendant Pacific Coast Producers ("Defendant") violated California law by 1) failing to pay overtime
14 wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest
15 periods, 5) failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7)
16 failing to reimburse employees for incurred expenses, 8) failure to pay all wages, 9) unlawful
17 deductions, 10) violation of California's Quota Laws, and 11) by engaging in unfair competition.
18 Plaintiffs have also alleged Defendant is liable for civil penalties under the Private Attorneys General
19 Act ("PAGA") based on these violations. Plaintiffs sought attorneys' fees and costs as part of this
20 Action. Defendant denied all of Plaintiffs' claims and denied that this case was appropriate for class
21 treatment. The class settlement was preliminarily approved by the Court on February 28, 2024.

22 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
23 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
24 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
25 ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as set forth
26 in the Agreement.

27 The Court, having received and considered Plaintiffs' Motion for Final Approval of Class
28 Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of Settlement,

1 and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

2 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
3 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

4 The Court finds that certification of the following class for settlement purposes only is
5 appropriate under the California Code of Civil Procedure and related case law:

6 All current and former non-exempt, California, hourly paid employees of
7 Defendant at any time from December 7, 2017, through the End Date.

8 The Court recognizes that the foregoing definition is for Settlement Class Member identification
9 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
10 the Agreement. A Settlement Class Member shall not include the seven (7) individuals who timely
11 opted out of the class settlement: Adrianna Gutierrez, Christine Weatherman, Cybil Gordon-Hachler,
12 James C. Orr, Maureen Cundari, Michael L. Nevins, and Taylor Collis. These individuals shall not be
13 bound by the Agreement or any of the releases or obligations therein except for the releases and
14 covenants regarding to the PAGA claims as there is no ability to opt out of a PAGA settlement for
15 PAGA Employees.

16 For settlement purposes only, the Court finds that Settlement Class Members meet the
17 ascertainability and numerosity requirements since the parties can identify with a matter of certainty,
18 based on payroll records, individuals who fall within the definition and the number of Settlement Class
19 Members would make joinder impractical. The commonality and predominance requirements are met
20 for settlement purposes since there are questions of law and fact common to Settlement Class Members.
21 The common questions of law or fact in this case all stem from Plaintiffs' contentions that Defendant
22 caused the violations outlined above by 1) failing to properly incorporate the value of nondiscretionary
23 bonuses into Plaintiff's and Settlement Class Members' regular rates of pay for the purpose of
24 calculating overtime wages, meal and rest period premiums, and paid sick time, 2) failing to provide
25 meal periods in compliance with California law due to rounding and/or failing to relieve employees of
26 all duties, 3) failing to provide rest periods in compliance with California law, 4) failing to pay
27 employees for all hours worked due to rounding and clock in procedures, 5) failing to maintain accurate
28 records of Plaintiff' and Settlement Class Members' hours worked, 6) failing to pay reimbursements for

1 work-related cell phone use, 7) imposing systematic quota and production demands on Plaintiffs and
2 Settlement Class Members which violated the rights of employees pursuant to Labor Code sections 2100
3 *et seq.*, such as Plaintiffs' and Settlement Class Members' rights to lawful meal periods, rest periods,
4 bathroom breaks, and exposing them to safety hazards, 8) failing to pay putative Settlement Class
5 Members for the time waiting before being able to clock in for their shifts, 9) unlawfully deducting
6 wages from Plaintiffs and Settlement Class Members by regularly directing them to return to work
7 during their meal periods while clocked out for their meal periods, and 10) failing to accurately itemize
8 the hours and wages earned on paystubs issued to Settlement Class Members. The PAGA, waiting time
9 penalty, wage statement violation, and unfair competition claims also derive from these violations.
10 Additionally, Settlement Class Members seek the same remedies under state law. The typicality
11 requirement for settlement purposes is also satisfied since the claims of the Class Representatives are
12 based on the same facts and legal theories as those applicable to the Settlement Class Members.

13 The Court also finds that certifying the settlement class is required to avoid each Settlement
14 Class Member from litigating similar claims individually. This Settlement will achieve economies of
15 scale for Settlement Class Members with relatively small individual claims and conserve the resources
16 of the judicial system.

17 The Court finds that Plaintiffs Elizabet Sanchez and Griselda Ramirez and Plaintiffs' counsel,
18 Galen T. Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, Daniel J.
19 Hyun of Law Office of Daniel J. Hyun, and Jose R. Garay of Jose Garay, APLC, to be adequate
20 representatives of the settlement class. The Court appoints them as Class Representatives and Class
21 Counsel, respectively.

22 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

23 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
24 Plaintiffs' Motion as Exhibit A. The Court finds, that final approval is warranted as the Settlement falls
25 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
26 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
27 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
28 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members

1 were able object to the Agreement and its terms through the administration process and at a fairness
2 hearing or opt-out of being bound by the preliminarily approved Agreement.

3 No objections were made by Settlement Class Members and less than one percent (1%) of
4 Settlement Class Members opted out. Because the Court finds the Parties' settlement to have been
5 agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to
6 avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if
7 stated here in full, including the \$2,053,000 Gross Settlement Amount.

8 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
9 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Settlement Class Members), the
10 benefits that Plaintiffs and Class Counsel were able to negotiate on behalf of Settlement Class Members
11 can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those
12 benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See*
13 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v.*
14 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980)
15 ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to
16 a reasonable attorney's fee from the fund as a whole."). Settlement Class Counsel sought an award of
17 attorneys' fees of \$718,550, attorney's costs of \$16,831.27, an Enhancement Payment to the Class
18 Representatives in the amount of \$15,000 to each, and for Settlement Administrator Costs in the amount
19 of \$43,500. Defendant does not oppose these requests. The Notice of Settlement sent to Settlement
20 Class Members included information regarding these amounts and that they would be requested in
21 connection with final approval of the Agreement. Settlement Class Members have been given the
22 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
23 The Court finds the attorneys' fees request of thirty-five percent (35%) of the Gross Settlement Amount,
24 *i.e.* \$718,550, to be appropriate compensation for Settlement Class Counsel. The attorneys' fees request
25 is within the range that has been approved by other Courts in similar cases and is reasonable in light of
26 the circumstances of this case, the substantial and beneficial results obtained on behalf of Settlement
27 Class Members, and the contingent nature of the recovery over the course of this case, which included
28 potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the Court

1 orders that \$16,831.27 of the settlement proceeds will be paid to Settlement Class Counsel for
2 reasonable costs incurred in this case. Any difference between the actual costs incurred and the \$30,000
3 shall be paid to the Participating Class Members on a pro-rata basis.

4 The Court orders and approves Apex Class Action, LLC, to act as the Settlement Administrator
5 in this case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which
6 are \$43,500. Any difference between the actual Settlement Administrator Costs and the approved
7 amount will be added to the Net Settlement Amount for distribution between the Participating Class
8 Members pro rata as set forth in the Agreement.

9 The Court orders that Plaintiffs Elizabet Sanchez and Griselda Ramirez will receive \$15,000
10 each as an Enhancement Payment for their work on behalf of Class Members as Class Representatives
11 and in exchange for a general release of all their individual claims, which is in addition to any amount
12 Plaintiffs may be entitled to under the Agreement's pro rata distribution formula.

13 The Court approves of the One Hundred Thousand Dollars (\$100,000) PAGA Payment, which
14 shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to
15 resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to
16 the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid
17 to PAGA Employees on a pro rata basis as described in the Agreement. The Court also finds that the
18 Agreement provides a recovery that creates an effective, substantial deterrent to any potential future
19 non-compliance, furthering the purpose of the Labor Code and LWDA.

20 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
21 checks issued to Participating Class Members and/or PAGA Employees that are not cashed by the
22 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
23 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
24 Gross Settlement Amount will revert to Defendant for any reason.

25 The releases and waivers for Settlement Class Members who do not opt out of being bound by
26 the Agreement (*i.e.* Participating Class Members), PAGA Employees, and the Class Representatives are
27 also approved by the Court as set forth in the Agreement.
28

1 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
2 **INCLUDING THE NOTICE OF SETTLEMENT**

3 The Court finds that the Notice of Settlement, which was submitted with Plaintiffs' Motion as
4 Exhibit A to the Declaration of Madely Nava, fairly and adequately advised Settlement Class Members
5 of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the
6 number of workweeks worked during the Settlement Class Period, their pro rata share of the Net
7 Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the
8 settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of
9 Settlement and distribution of such notice by first class mail to each identified Settlement Class Member
10 at his or her most recent address based on a National Change of Address database search from the
11 Settlement Class Members' last known address and a skip trace on any Settlement Class Members who
12 have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all
13 constitutional requirements, including those of due process.

14 **IV. IMPLEMENTATION SCHEDULE**

15 Accordingly, with good cause shown, the Court hereby approves and orders that the following
16 implementation schedule be adhered to:

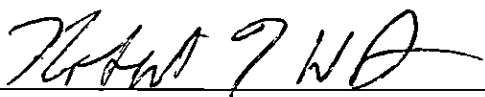
17 Last day for Settlement Administrator to calculate 18 the final Net Settlement Amount, the final 19 Individual Settlement Amounts to Participating 20 Class Members and/or Aggrieved Employees, any 21 applicable taxes thereon, and report the results of 22 these calculations to Class Counsel and 23 Defendant's Counsel	Within 21 calendar days after the Final Approval Date
24 Last day for Defendant to fund settlement	Within 10 calendar days after the Effective Date
25 Last day for Settlement Administrator to deliver 26 payment of Class Counsel's attorney's fees and 27 costs, Enhancement Payments, PAGA Payment, 28 Settlement Administrator Costs, payment to 29 Participating Class Members, and payment to 30 PAGA Employees	Within 14 calendar days after Defendant has funded the settlement

1 2 3	Last day for Participating Class Members and PAGA Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Employees
4 5	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
6 7	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

8
9
10 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
11 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
12 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
13 Agreement pursuant to California Civil Procedure Code section 664.6.

14
15 **IT IS SO ORDERED.**

16
17 Date: August 22, 2024

18 By: 
19 Judge of the Superior Court
20 **ROBERT T. WATERS**