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FILED
Superior Court of California,
County of Madera
04/12/2024

Adrienne Calip / Clerk of Court
By: Beatriz Tavera, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

BRUNO ROSAS, as an individual and on behalf of
all others similarly situated,

Plaintiffs,

vs.

PACIFIC FARM MANAGEMENT, INC., a
California corporation; DCB FARMING, LLC, a
California limited liability company; LASGOITY
IC-DISC, INC., a California corporation;
ROSEMARY LASGOITY dba J.M. LASGOITY
RANCHES, an individual; BRANDI HONEY &
FARMING, LLC, a California limited liability
company; HARRIS FARMS L.P., a California
limited partnership; and DOES 1 through 100,

Defendants.

Case No. MCV086213

*[Assigned for all purposes to the Hon.
Brian Enos, Dept. 45]*

**~~PROPOSED~~ FINAL ORDER OF
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
FINAL JUDGMENT**

Date: April 12, 2024
Time: 9:30 a.m.
Dept.: 45

Complaint Filed: 11/10/2021
FAC Filed: 1/28/2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 12, 2024, at 9:30
2 a.m. pursuant to California Rule of Court 3.769 and this Court's September 29 2023 Order
3 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the Parties' Stipulation of Class and PAGA Settlement (the "Settlement" or
5 "Settlement Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown In Support
6 of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on
7 September 15, 2023, and the submissions of counsel, and recognizing the sharply disputed factual
8 and legal issues involved in this case, the risks of further prosecution and the benefits to be
9 received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the
10 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-
11 length negotiations between the 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 Unopposed Motion
15 for Final Approval of Class Action and PAGA Settlement, Class Representative's Service Award,
16 and Attorneys' Fees and Costs and ORDERS as follows:

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

20 All current and former non-exempt employees of Pacific Farm Management, Inc.
21 in California who worked for Pacific Farm Management, Inc. (regardless of
22 assignment location) for two or more workweeks at any time during the period of
23 November 10, 2017 up to September 29, 2023 (the "Class Period") ("Class
24 Period").

25 2. The Court further approves the PAGA portion of the Settlement consisting of a
26 group of Aggrieved Employees defined as:

27 All current and former non-exempt employees of Pacific Farm Management, Inc.
28 ("Pacific Farm") in California who worked for Pacific Farm (regardless of
assignment location) for two or more workweeks at any time during the period of
November 10, 2020 up to May 24, 2023 ("PAGA Period").

1 3. Plaintiff Bruno Rosas is hereby confirmed as Class Representative, and Daniel J.
2 Brown and Jessica Flores of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

3 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
4 was preliminarily approved by the Court on September 15, 2023, and subsequently modified by
5 the Court's December 1, 2023 order granting the Parties' Joint Stipulation to (1) Permit Notice of
6 Settlement To Class Members by Publication in Madera Tribune, And (2) To Revise Notice to
7 Class Members Regarding Dates of Employment ("Publication Order"), and the notice process
8 has been completed in conformity with the Court's Orders. The Court finds that said notice was
9 the best notice practicable under the circumstances. The Class Notice provided due and adequate
10 notice of the proceedings and matters set forth herein, informed Class Members of their rights,
11 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
12 Rule of Court 3,769, and due process.

13 5. The Court finds that no Class Member objected to or disputed the Settlement, and
14 only one Class Member, Jose L. Alvarenga, requested exclusion from the Settlement and that the
15 participation rate in the Settlement supports final approval.

16 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
18 terms.

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

1 8. The Court finds that given the absence of objections, and objections being a
2 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
3 notice of entry.

4 9. The Court orders that the Gross Settlement Amount of Two Million Dollars and
5 Zero Cents (\$2,000,000.00) shall be deposited with the Settlement Administrator, Phoenix
6 Settlement Administrators ("Settlement Administrator"), as provided in the Settlement.

7 10. The Court finds that the Participating Member Payments, as provided for in the
8 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
9 distribute the Participating Member Payments in conformity with the terms of the Settlement.

10 11. Any Settlement funds that remain uncashed after 180 days after they are mailed
11 shall be delivered to Central Valley Teen Challenge, as the designated *cy pres* pursuant to Cal.
12 Code Civ. Procedure § 384(b).

13 12. The Court finds that Service Award in the amount of \$7,500.00 to Plaintiff Rosas
14 is appropriate for his risks undertaken and service to the Settlement Class and Aggrieved
15 Employees. The Court finds that this payment is fair, reasonable, and adequate, and orders that
16 the Settlement Administrator make this payment in conformity with the terms of the Settlement.

17 13. The Court finds that attorneys' fees in the amount of \$666,666.67, and actual
18 litigation costs of \$12,275.68 for Class Counsel, are fair, reasonable, and adequate, and orders
19 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
20 the terms of the Settlement.

21 14. The Court finds that a payment to the Labor & Workforce Development Agency
22 ("LWDA") in the amount of \$75,000.00 for the LWDA's share of the \$100,000 allocated to
23 PAGA civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable,
24 and adequate, and orders that the Settlement Administrator make this payment in conformity with
25 the terms of the Settlement.

26 15. The Court orders that the Settlement Administrator shall be paid \$187,500.00
27 from the Gross Settlement Amount for all of its work done and to be done until the completion
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1 of this matter, and finds that sum appropriate.

2 16. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
3 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant Pacific Farm
4 Management, Inc. separately, and in addition to, the Gross Settlement Amount.

5 17. The Court finds and determines that upon satisfaction of all obligations under the
6 Settlement and this Order, all Settlement Class Members and Aggrieved Employees will be bound
7 by the Settlement and will have released the Released Claims as set forth in the Settlement, except
8 for Jose L. Alvarenga, who submitted a valid and timely request for exclusion,.

9 18. The Settlement is not an admission by Defendants nor is this Order and Final
10 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.
11 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
12 any action taken to carry out the Settlement, be construed or deemed an admission of liability,
13 culpability, or wrongdoing on the part of Defendants.

14 19. As of the date of this Order and Final Judgment, Plaintiffs and all Settlement Class
15 Members, except for Jose L. Alvarenga, who submitted a valid and timely request for exclusion,
16 on behalf of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors, and assigns, shall be deemed to have released Pacific Farm
18 Management, Inc., DCB Farming LLC, Rosemary Lasgoity dba J.M. Lasgoity Ranches, Harris
19 Farms L.P., and all other clients (meaning the companies with which Pacific Farm contracts to
20 provide labor) of Pacific Farm Management, Inc. during the Class Period and their respective
21 successors and predecessors in interest, and their past or present officers, directors, shareholders,
22 representatives, and attorneys (collectively the "Released Parties") from all claims based on the
23 facts pled in the First Amended Class Action Complaint ("FAC"), dated January 28, 2022, that
24 arose during the Class Period for work performed on behalf of Defendant Pacific Farm
25 Management, Inc.

26 20. Plaintiffs and Aggrieved Employees, on behalf of themselves and their respective
27 former and present representatives, agents, attorneys, heirs, administrators, successors, and
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1 assigns, shall be deemed to have released the Released Parties from all claims for civil penalties
2 under the Private Attorneys General Act (the "PAGA") based on facts pled in the FAC and
3 Plaintiff's Notice to the Labor Workforce Development Agency, that arose during the PAGA
4 Period for work performed on behalf of Defendant Pacific Farm Management, Inc. The time
5 period covered by the Release of the PAGA claims is November 10, 2020 up to May 24, 2023
6 (the "PAGA Period").

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

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

16 23. The Settlement Administrator shall file a declaration regarding the disbursement
17 of Settlement funds on or before OCTOBER 29, 2027, and the date for the Final Report
18 Hearing shall be set for DECEMBER 3, 2027. The declaration shall state the date the checks
19 were mailed, the total number of checks mailed to Participating Members, the number of checks
20 that remain uncashed, the total value of those uncashed checks, and the nature and date of the
21 disposition of those unclaimed funds.

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

23 Dated: April 12, 2024

24 Brian W Enos
25 Honorable Brian Enos
26 Judge of the Superior Court
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