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23 RYAN CHANLEY, OLIVIER LARA, VERONICA MEDINA, and CELIA OROZCO on
24 behalf of themselves and all similarly situated employees

25 **SUPERIOR COURT OF CALIFORNIA**
26 **COUNTY OF MONTEREY**

27 RYAN CHANLEY on behalf of himself
28 and all similarly situated employees

Plaintiff,

vs.

GROWERS TRANSPLANTING, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22CV002837

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

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

Date: September 13, 2024

Time: 8:30 a.m.

Dept: 15

Action Filed: September 22, 2022

Trial Date: Not Set

1 Plaintiffs Ryan Chanley, Olivier Lara, Veronica Medina, and Celia Orozco (together,
2 “Plaintiffs”) and Defendants Growers Transplanting, Inc. and Nor-West, Inc. (together,
3 “Defendants”) have entered into the Joint Stipulation of Class Action and PAGA Settlement
4 (“Settlement,” “Settlement Agreement,” or “Stipulation of Settlement”).

5 This matter is now before the Court on Plaintiffs’ Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion, which came on for
8 hearing on September 13, 2024.

9 **I. BACKGROUND**

10 On November 10, 2021, Ryan Chanley (“Chanley”) submitted written notice to the
11 Labor and Workforce Development Agency (“LWDA”), alleging violations by GTI of Labor
12 Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226,
13 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, and 2802, pursuant
14 to the PAGA, Labor Code § 2699.

15 On September 22, 2022, Chanley filed a class and representative action complaint
16 against GTI in the Superior Court of California, County of Monterey (the “Action”). On
17 March 17, 2023, Chanley submitted a supplemental PAGA notice to the LWDA, adding Nor-
18 West as an employer. On May 25, 2023, Chanley filed a First Amended Complaint, adding
19 Olivier Lara, Veronica Medina, and Celia Orozco as named plaintiffs and Nor-West as an
20 additional defendant to the Action. The First Amended Complaint is the operative complaint
21 (“Complaint”). The Complaint asserts claims on behalf of all Plaintiffs and the Class for: (1)
22 failure to provide meal periods or compensation in lieu thereof, in violation of California
23 Labor Code §§ 226.7 and 1198; (2) failure to provide rest periods or compensation in lieu
24 thereof, in violation of Labor Code §§ 226.7 and 1198; (3) failure to pay hourly and overtime
25 wages, in violation of Labor Code §§ 1194 and 1198; (4) failure to comply with itemized
26 employee wage statement requirements, in violation of Labor Code §§ 226, 1174, and 1175;
27 (5) failure to pay all wages upon termination, in violation of Labor Code §§ 201, 202, and 203;
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(6) violation of Labor Code § 2802; (7) violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”); and (8) unfair business practices, in violation of Business and Professions Code § 17200, *et seq.*

A. Class Members

The Class for settlement purposes includes “all current and former non-exempt employees of GTI who were employed in the State of California at any time during the Class Period and all current and former non-exempt employees of Nor-West who were assigned to work at GTI during the Class Period.” The Class Period is the period commencing on June 24, 2020, and ending January 22, 2024.

B. Operation of the Settlement

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and Setting a Settlement Fairness Hearing (“Preliminary Approval Order”), this Court conditionally certified the Class and granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of the proposed form of class notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the Notice of Pendency of Class Action (“Notice”) was sent to all Class Members via first class mail. The notice dissemination process was timely completed.

This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure

23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

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

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representatives, the Class Members, and Defendant.

3. The Court finds that the dissemination of the Notice to the Class Members, constituted the best notice practicable under the circumstances to all persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution. No objections or disputes were received by the Parties or the Court through the date of this Order. The Court finds that zero (0) Class Members submitted a valid and timely Request for Exclusion from the Settlement as determined by the Settlement Administrator.

4. The Court approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Class for settlement purposes only: all

1 current and former non-exempt employees of GTI who were employed in the State of
2 California at any time during the Class Period and all current and former non-exempt
3 employees of Nor-West who were assigned to work at GTI during the Class Period. The Class
4 Period is the period commencing on June 24, 2020, and ending on January 22, 2024.

5 7. With respect to the Class and for purposes of approving the Settlement only and
6 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
7 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
8 questions of law or fact common to the Class, and there is a well-defined community of
9 interest among members of the Class with respect to the subject matter of the claims in the
10 Litigation; (c) the claims of the Class Representatives are typical of the claims of the members
11 of the Class; (d) the Class Representatives have fairly and adequately protected the interests of
12 the members of the Class; (e) a class action is superior to other available methods for an
13 efficient adjudication of this controversy; and (f) the counsel of record for the Class
14 Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in their
15 individual and representative capacity and for the Class.

16 8. Defendants shall fund \$700,000.00 of the total Gross Settlement Amount
17 pursuant to the terms of the Stipulation of Settlement.

18 9. The Court approves the Individual Class Payment and Individual PAGA
19 Payment amounts, which shall be distributed pursuant to the terms of the Stipulation of
20 Settlement.

21 10. The \$700,000.00 Gross Settlement Amount shall be used to pay (a) Class
22 Counsel Award in the amount of \$233,333.33 and reimbursement of costs in the amount of
23 \$26,347.85; (b) the sum of \$37,500.00 to be paid to the California Labor and Workforce
24 Development Agency (“LWDA”) pursuant to the PAGA; (c) the sum of \$12,500.00 to be paid
25 to the PAGA Members (as defined in the Stipulation of Settlement) pursuant to the PAGA; (d)
26 Settlement Administration Costs in the amount of \$17,950.00 to the settlement administrator
27 Phoenix Settlement Administrators (the “Settlement Administrator”) for its fees and costs
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1 relating to the settlement administration process; and (e) the Service Awards to Plaintiffs. The
2 Court finds that these amounts are fair and reasonable. The allocation and distribution of these
3 amounts from the \$700,000.00 Gross Settlement Amount shall be performed by the Settlement
4 Administrator pursuant to the terms of the Stipulation of Settlement. The Court also finds that
5 Plaintiffs' counsel complied with the notice procedures to the LWDA as required by PAGA to
6 settle the PAGA claims.

7 11. As of the date of this Order, all Participating Class Members are hereby deemed
8 to have fully, finally, and forever waived and released all Settled Class Claims and are forever
9 barred and enjoined from prosecuting the Settled Class Claims against the Released Parties as
10 fully set forth in the Settlement. By means of this Order, all PAGA Members are hereby
11 deemed to have fully, finally, and forever waived and released all Settled PAGA Claims and
12 are forever barred and enjoined from prosecuting the Settled PAGA Claims against the
13 Released Parties as fully set forth in the Settlement. The Settlement is not an admission of
14 liability or wrongdoing by Defendants, nor is this Order a finding of the validity of any claims
15 in the action or of any fault, omission, or wrongdoing by Defendants.

16 12. All Settlement Payment Checks not cashed by a Participating Class Member or
17 PAGA Member within one hundred eighty (180) days from the date of issuance of the check
18 shall be entirely paid to the Watsonville Law Center as the *cy pres* recipient, after all payments
19 for the Settlement Administrator's fees and expenses, Plaintiffs' Service Awards, Class
20 Counsel Award of attorneys' fees and costs, and PAGA Penalties to the LWDA and PAGA
21 Members have been fully paid. The Watsonville Law Center is approved as a *cy pres* recipient.
22 In such event, the Participating Class Members and PAGA Members who do not timely cash
23 their checks will nevertheless remain bound by the Settled Class Claims and Settled PAGA
24 Claims.

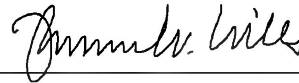
25 13. The Court hereby enters final judgment in this case in accordance with the terms
26 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
27 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing
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jurisdiction over the action and the Parties, including all Participating Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED AND ADJUDGED.

This matter is set for proof of disbursement of settlement funds on May 23, 2025 at 8:30 a.m. in Dept. 15.

DATED: September 13, 2024



HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA