

FILED

3/25/2024

YUBA COUNTY SUPERIOR COURT
HEATHER PUGH
SUPERIOR COURT CLERK
BY: MAnderson

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10 individually and on behalf of similarly situated employees

11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE COUNTY OF YUBA**

13 RAFAEL GUEVARA SANCHEZ,
14 individually and on behalf of all other
15 similarly situated employees,

16 Plaintiff,

17 vs.

18 DANNA FARMS INC., a California
19 Corporation; and DOES 1 to 100, inclusive,

20 Defendants.

Case No. CVCV21-01213

CLASS ACTION

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 25, 2024
Time: 10:00 a.m.
Dept.: 4
Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021
FAC Filed: May 11, 2022
Trial Date: None Set

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 March 25, 2024, at 10:00 a.m., in Department 4 before the
4 Honorable Stephen W. Berrier, presiding. Named Plaintiff Rafael Guevara Sanchez ("Plaintiff") filed
5 this putative class action on December 22, 2021. The operative Complaint alleges that Defendant
6 Danna Farms Inc. ("Defendant") violated California law by 1) failing to pay overtime wages, 2) failing
7 to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing
8 to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements,
9 6) failing to timely pay all final wages, 7) failing to reimburse expenses for incurred expenses, and 8)
10 engaging in unfair competition. Plaintiff has also alleged Defendant is liable for a civil penalties under
11 the Private Attorneys General Act ("PAGA") based on these violations. Plaintiff sought attorneys'
12 fees and costs as part of this Action. Defendant denied all of Plaintiff's claims and denied that this
13 case was appropriate for class treatment. No class has been certified. The class settlement was
14 preliminarily approved by this Court on November 27, 2023.

15 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
16 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
17 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
18 ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as set forth
19 in the Agreement. The Court, having received and considered Plaintiff's Motion for Final Approval of
20 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
21 of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
22 FOLLOWS:

23 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

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

27 All non-exempt employees who have or continue to work for Defendants
28 in California from December 22, 2017, up to October 27, 2023.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above
10 by 1) failing to pay Plaintiff and Class Members all minimum wages and overtime wages due to
11 managers and supervisors making unauthorized reduction to the hours that Plaintiff and Class Members
12 worked, 2) failing to pay all daily and/or weekly overtime in accordance with the schedule outlined in
13 Wage Order 14 for employers with 26 or more employees, 3) failing to authorize and permit Plaintiff
14 and Class Members to take all meal and rest periods owed to them, 4) failing to authorize and permit
15 Plaintiff and Class Members to take their first meal period before the completion of the fifth hour
16 worked or take a second meal period or third rest period when they worked over ten (10) or twelve (12)
17 hours in a day, and 5) failing to reimburse Plaintiff and Class Members for using their cell phones,
18 vehicles and tools and equipment for work purposes. The PAGA, waiting time penalty, wage statement
19 violation, and unfair competition claims also derive from these violations. Additionally, Class
20 Members seek the same remedies under state law. The typicality requirement for settlement purposes is
21 also satisfied since the claims of the Class Representative is based on the same facts and legal theories as
22 those applicable to the class members.

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

26 The Court finds that Plaintiff Rafael Guevara Sanchez and Plaintiff's counsel, Galen T. Shimoda,
27 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
28

1 representatives of the settlement class. The Court appoints them as Class Representative and Class
2 Counsel, respectively.

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

4 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
5 Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement is
6 fair, reasonable, and adequate and falls within the range of reasonableness. The Court also finds the
7 Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations
8 by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the
9 potential value of the disputed claims against the risks of continued litigation. The Court also finds
10 Class Members were able to object to the Agreement and its terms through the administration process
11 and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

12 No objections were made by Class Members and no Class members opted out of the settlement.
13 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
14 investigation and arms-length negotiations, and is an attempt to avoid farther delays and costs, the Court
15 gives final approval to the Agreement and all terms therein as if stated here in full, including the
16 \$275,000 Gross Settlement Amount.

17 The Court approves of the Twenty Thousand Dollars (\$20,000) PAGA Payment, which shall be
18 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
19 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
20 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
21 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
22 provides a recovery that creates an effective, substantial deterrent to any potential future non-
23 compliance, furthering the purpose of the Labor Code and LWDA.

24 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
25 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
26 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Sacramento
27 Food Bank & Family Svcs. See *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No
28 portion of the Gross Settlement Amount will revert to Defendant for any reason.

1 The releases and waivers for Class Members who do not opt out of being bound by the
2 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
3 also approved by the Court as set forth in the Agreement.

4 Class Counsel sought an award of attorneys' fees of \$96,250, attorney's costs of \$5,712.92, an
5 Enhancement Payment to the Class Representative in the amount of \$15,000, and for Settlement
6 Administrator Costs in the amount of \$10,000.00. Defendant does not oppose these requests. The
7 Notice of Settlement sent to Class Members included information regarding these amounts and that they
8 would be requested in connection with final approval of the Agreement. Class Members have been
9 given the opportunity to object to these amounts and no objections have been submitted in any respect
10 whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly
11 rates, including prior fee awards in Sacramento County Superior Court at the requested rates, and the
12 amount of time expended in the litigation for the benefit of Class Members. The Court finds that the
13 rates requested, and hours expended, are reasonable. Although the evidence of prior fee awards was not
14 from Yuba County, Sacramento County is in very close proximity and judicial determinations from
15 Sacramento County are reliable indicators of the reasonable hourly rates in the community for this type
16 of work. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the
17 information provided by the Class Representative regarding the efforts and burdens undertaken for the
18 benefit of the class, and the cost information provided by the Settlement Administrator in its declaration.
19 The Court finds that these amounts requested for attorneys' fees and costs, the Enhancement Payment,
20 and the Settlement Administrator Costs are fair and reasonable, and awarded as requested and deducted
21 from the gross settlement amount. This finding is further supported by the lack of objection by Class
22 Members to these amounts. The difference between the actual attorneys' costs and Settlement
23 Administrator Costs awarded and the originally allocated \$10,000 for attorney's costs and \$15,000 for
24 Settlement Administrator Costs will be added to the Net Settlement Amount pursuant to the terms of the
25 Agreement.

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 Plaintiff's Motion as
4 Exhibit A to the Declaration of Jeremy Talavera, fairly and adequately advised Class Members of the
5 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
6 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
7 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
8 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
9 proposed distribution of such notice in both the English and Spanish language by first class mail to each
10 identified Class Member at his or her most recent address based on a National Change of Address
11 database search from the Class Members' last known address and a skip trace on any Class Members
12 who have the Notice of Settlement returned as "undeliverable" or "not at this address" comports 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 3 calendar days after the Effective Date
24 Last day for Defendant to fund settlement	Within 30 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 Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement

Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
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
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

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

IT IS SO ORDERED.

Date:

3/25/2024

By:

Judge of the Superior Court
Stephen W. Berrier