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7
8 Counsel for Plaintiff HECTOR O. ACOSTA

9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF STANISLAUS**

12 HECTOR O. ACOSTA, individually, and on
13 behalf of all others similarly situated and
14 aggrieved,

15 Plaintiff,

16 vs. TURLOCK WALNUT COMPANY,
17 INC., and DOES 1 through 10, inclusive,

18 Defendants.

CASE NO. CV-22-001051

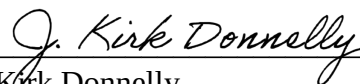
NOTICE OF RULING

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20 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

21 PLEASE TAKE NOTICE THAT on June 27, 2023, the Court entered its Order granting
22 Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees
23 and Costs. A true and correct copy of the Court's Order is attached hereto as Exhibit A.

24 Dated: June 27, 2023

LAW OFFICES OF J. KIRK DONNELLY, APC

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27 J. Kirk Donnelly
28 Attorneys for Plaintiff Hector O. Acosta

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On June 27, 2023, I served the following documents, described as:

on the interested parties in this action addressed to the addressee as follows:

XX (BY UNITED STATES POSTAL SERVICE) and placing a true copy thereof in a sealed envelope and personally placing such envelope with postage fully prepaid for deposit in the United States Postal Service, this same day, at my business address shown above, following ordinary business practices. I further declare that I am readily familiar with our business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business.

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

Adriana Barba
ADRIANA BARBA

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SERVICE LIST

Acosta v. Turlock Walnut Company, Inc.
Stanislaus County Superior Court Case No. 22-CV-001051

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Attorneys for Defendant TURLOCK WALNUT COMPANY, INC.

EXHIBIT A

1 J. KIRK DONNELLY (SBN 179401)
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Tel. (760) 209-5894
4 kdonnelly@jkd-law.com

5 Counsel for Plaintiff HECTOR O. ACOSTA

Electronically Filed
6/27/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF STANISLAUS**
10

11 HECTOR O. ACOSTA, individually, and on
12 behalf of all others similarly situated and
13 aggrieved,

14 Plaintiff,

15 vs. TURLOCK WALNUT COMPANY,
INC., and DOES 1 through 10, inclusive,

16 Defendants.
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CASE NO. CV-22-001051

Assigned for All Purposes to:
Hon. Stacy D. Speiller
Dept. 22

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: June 15, 2023
Time: 8:30 a.m.
Dept.: 22

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation of Class Action Settlement and Release, attached as Exhibit 1 to
7 the Declaration of J. Kirk Donnelly (filed on December 6, 2022) (the "Settlement Agreement"), is
8 the product of arms-length negotiations between the parties and the terms of the Settlement
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
12 obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 February 9, 2023 Order Granting Preliminary Approval, hereby is certified under California Code
15 of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
16 individuals employed by Defendant Turlock Walnut Company, Inc. ("TWC" or "Defendant") in
17 California as an hourly-paid, non-exempt employee during the Class Period of March 7, 2018 to
18 January 7, 2023.

19 4. The Court adjudges Plaintiff and the Participating Class Member to have released
20 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
21 fullest extent permitted by law, from means any and all class claims that were asserted in the
22 operative Class and Representative Action Complaint or that could have been asserted based on
23 the allegations made in the operative Class and Representative Action Complaint, for the duration
24 of the Class Period. As to claims under PAGA, the Released Claims include any and all claims
25 for civil penalties under PAGA asserted in the PAGA Notice filed with the LWDA, or claims for
26 civil penalties under PAGA that arise based on the allegations in the PAGA Notice filed with the
27 LWDA, for the duration of the PAGA Period. The Released Claims do not include any claims
28 that cannot be released as a matter of law.

1 5. The Court further adjudges Plaintiff Hector O. Acosta only, in addition to the
2 claims being released by all Participating Class Members, to have released and forever discharged
3 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known
4 and unknown, asserted and not asserted, which Plaintiff had or may have against the Released
5 Parties as of the date of execution of the Settlement Agreement.

6 6. The Settlement Administrator is ordered to distribute to the participating Class
7 Members their respective individual settlement payments from the Net Settlement Amount as
8 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
9 the check void date shall be forwarded to the California State Controller's Unclaimed Property
10 Fund. No funds shall revert to TWC.

11 7. The Court further orders that the Class Members be provided with notice of this
12 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
13 copy of this Order and Judgment on its website.

14 8. The Court approves an award of attorney's fees to Class Counsel's in the amount
15 of \$20,000.00, and an award of costs and expenses in the amount of \$10,000.00. Such amounts
16 shall be paid as provided in the Settlement Agreement.

17 9. The Court approves a service payment to plaintiff and Class Representative Hector
18 O. Acosta in the amount of \$5,000.00, and the Settlement Administrator is ordered to make such
19 payment consistent with the terms of the Settlement Agreement.

20 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
21 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
22 exceed \$5,000.00. As set forth in the Declaration of Jarrod Salinas, the Settlement Administrator
23 is owed \$5,000.00 for services rendered and to be rendered in administering the settlement. The
24 Court therefore orders that Phoenix be paid the amount of \$5,000.00 from the Gross Settlement
25 Amount consistent with the terms of the Settlement Agreement.

26 11. A status review hearing is set for October 25, 2023, at 8:30 a.m., in Department 22
27 of the Stanislaus County Superior Court. The parties are ordered to file a declaration from the
28 Settlement Administrator regarding compliance with the terms of the settlement no later than

1 October 11, 2023.

2 12. Under California Rule of Court 3.769(h), without affecting the finality of this
3 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
4 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
5 judgment contemplated becomes effective and each and every act agreed to be performed by the
6 parties has been performed under the terms of the Settlement Agreement; (2) any other action
7 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
8 enforcement, construction, and interpretation of the Settlement Agreement.

9 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
10 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
11 This Order is not a finding of the validity or invalidity of any claims in this action or a
12 determination of any wrongdoing by any party. The final approval of the parties' settlement will
13 not constitute any opinion, position or determination of this Court as to the merits of the claims or
14 defenses of any party.

15 14. Judgment is hereby entered as follows: Plaintiff Hector O. Acosta and the
16 Participating Class Members, consisting of all individuals employed by TWC in California as an
17 hourly-paid, non-exempt employee during the Class Period of March 7, 2018 to January 7, 2023,
18 who have not otherwise opted out, shall take nothing from TWC, except as set forth in the
19 Settlement Agreement.

20 15. The Court shall retain jurisdiction over the parties to interpret, implement and
21 enforce this Judgment.

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23
24 Dated: 6/26/23



Judge of the Superior Court
STACY P SPEILLER

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On June 16, 2023, I served the following documents, described as:

- on the interested parties in this action addressed to the addressee as follows:

(BY UNITED STATES POSTAL SERVICE) and placing a true copy thereof in a sealed envelope and personally placing such envelope with postage fully prepaid for deposit in the United States Postal Service, this same day, at my business address shown above, following ordinary business practices. I further declare that I am readily familiar with our business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 16, 2023, at Carlsbad, California.

J. Kirk Donnelly
J. KIRK DONNELLY

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SERVICE LIST

Acosta v. Turlock Walnut Company, Inc.
Stanislaus County Superior Court Case No. 22-CV-001051

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