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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA BARBARA
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11 EDUARDO AQUINO RODRIGUEZ,
12 individually, on a representative basis, and on
13 behalf of all others similarly situated;

14 Plaintiff,

15 vs.

16 EAT SWEET FARMS, LLC, a California
17 Limited Liability Company; JDB PRO, INC.,
18 a California Corporation; and DOES 1
19 through 20, inclusive;

20 Defendants.
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Case No.: 22CV00203

*[Assigned to Hon. Patricia L. Kelly, Dept
SMI, for all purposes]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT**

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement and Release (“Settlement
3 Agreement”) came for a hearing in the above-entitled court. The Final Approval Motion was
4 unopposed by Defendants Eat Sweet Farms, LLC and JDB Pro, Inc.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, Plaintiff/Class
17 Representative Eduardo Aquino Rodriguez, the Class Members and Defendants. The Court
18 finally appoints Plaintiff as Class Representative, and further appoints Brian Mankin and
19 Kristina Carlson of Lauby Mankin Lauby LLP, and Mehrdad Bokhour of Bokhour Law Group,
20 P.C as Class Counsel.

21 3. For purposes of effectuating this Order and Judgment, this Court has certified the
22 following class: “All current and former non-exempt employees employed by Defendants Eat
23 Sweet Farms, LLC, and JDB Pro, Inc., in California at any time during the Class Period of
24 January 18, 2018, through May 24, 2024.” The Court deems this definition sufficient for
25 purposes of California Rules of Court, rule 3.765(a).

26 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
27 current and former non-exempt employees employed by Defendants Eat Sweet Farms, LLC, and
28 JDB Pro, Inc. in California during the PAGA Period of January 14, 2021, through May 24,

2024.”

5. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

6. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

7. Upon the occurrence of the Effective Date, as defined in the Settlement, the Court hereby orders that all Participating Class Members shall be deemed to have released the “Class Released Claims” which are defined as follows: all claims, causes of action, rights, demands, penalties, costs, and attorneys’ fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint, or in any PAGA Notice submitted to the LWDA by Plaintiff, or ascertained in the course of the Action (the “Class Released Claims”). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims arising during the Class Period for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys’ fees, or litigation costs, including but not limited to claims arising under: California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, or 2802; the California Business and Professions Code section 17200, et seq.; and any IWC Wage Orders. The Class Released Claims include but are not limited to any and all claims arising during the Class Period involving any alleged failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to provide separate payment for rest and recovery periods and non-productive time; failure to pay vested vacation; failure to reimburse business expenses; failure to timely pay wages or final wages; failure to provide accurate itemized wage statements; failure to maintain employment records; and unfair and unlawful competition. Except as set forth in Section 5.3 of this Agreement, Participating

1 Class Members do not release any other claims, including claims for vested benefits, wrongful
2 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
3 disability, social security, workers' compensation or claims based on facts occurring outside the
4 Class Period.

5 8. Upon the occurrence of the Effective Date, as defined in the Settlement, the Court
6 hereby orders that the State of California and Aggrieved Employees shall be deemed to have
7 released the "PAGA Released Claims" which are defined as follows: all claims against
8 Defendants and the Released Parties for civil penalties under PAGA arising during the PAGA
9 Period that were, or reasonably could have been, alleged, based on the facts contained in the
10 Operative Complaint, or in any PAGA Notice submitted to the LWDA by Plaintiff, or
11 ascertained in the course of the Action (the "PAGA Released Claims"). The PAGA Released
12 Claims include but are not limited to claims for PAGA penalties arising during the PAGA Period
13 out of alleged violations of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226,
14 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, or 2802, and
15 any IWC Wage Orders, and any claims for PAGA penalties arising during the PAGA Period out
16 of any alleged failure to pay minimum wages; failure to pay overtime wages; failure to provide
17 meal periods; failure to provide rest breaks; failure to provide separate payment for rest and
18 recovery periods and non-productive time; failure to pay vested vacation; failure to reimburse
19 business expenses; failure to timely pay wages or final wages; failure to provide accurate
20 itemized wage statements; or failure to maintain employment records. Upon the Effective Date
21 and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the
22 State of California will be forever barred from pursuing against Defendants and the Released
23 Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the
24 Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on
25 the facts contained in the Operative Complaint, or in any PAGA Notice submitted to the LWDA
26 by Plaintiff, or ascertained in the course of the Action.

27 9. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiff
28 shall further release all unknown claims against Defendant and/or the Released Parties which are

covered by California Civil Code Section 1542, and Plaintiff waives this section, which states:
“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

10. “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, insurers, payroll companies, predecessors, successors, and assigns.

11. There were no Objections and 86 Requests for Exclusion to the Settlement, who are identified on the Exclusion List, which is attached hereto as **Exhibit A**. All Class Members who did not submit a valid and timely Request for Exclusion from the Settlement are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment.

12. All Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of 25% of the PAGA Penalties.

13. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

14. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

15. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other

1 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
2 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in
3 his individual and representative capacity and for the Class.

4 16. The Court hereby orders that in accordance with the Settlement, any and all
5 future claims brought by Participating Class Members (as well as their heirs, executors and
6 administrators, successors and assigns) within the definition of Class Released Claims shall be
7 barred by res judicata, upon the occurrence of the Effective Date. The Court orders that upon the
8 occurrence of the Effective Date, all Class Released Claims of each and every Participating Class
9 Member are and shall be deemed to be conclusively released as against Defendants and the
10 Released Parties (as set forth in the Settlement). The Court orders that upon the occurrence of the
11 Effective Date, all persons and entities who are Participating Class Members are forever barred
12 and enjoined from commencing, prosecuting, or continuing, either directly or indirectly, against
13 Defendants and the Released Parties, in this or any other jurisdiction or forum, any and all Class
14 Released Claims. The Court orders that upon the occurrence of the Effective Date, Plaintiff is
15 hereby forever barred and enjoined from commencing, prosecuting, or continuing, either directly
16 or indirectly, against Defendants and the Released Parties, in this or any other jurisdiction or
17 forum, any and all of the Class Released Claims.

18 17. The Court hereby orders that in accordance with the Settlement, any and all future
19 claims brought by the State of California or Aggrieved Employees (as well as their heirs,
20 executors and administrators, successors and assigns) within the definition of PAGA Released
21 Claims shall be barred by res judicata, upon the occurrence of the Effective Date. The Court
22 orders that upon the occurrence of the Effective Date, all PAGA Released Claims of each and
23 every Aggrieved Employee are and shall be deemed to be conclusively released as against
24 Defendants and the Released Parties (as set forth in the Settlement). The Court orders that upon
25 the occurrence of the Effective Date, all persons and entities who are Aggrieved Employees are
26 forever barred and enjoined from commencing, prosecuting, or continuing, either directly or
27 indirectly, against Defendants and the Released Parties, in this or any other jurisdiction or forum,
28 any and all PAGA Released Claims. The Court orders that upon the occurrence of the Effective

1 Date, Plaintiff is hereby forever barred and enjoined from commencing, prosecuting, or
2 continuing, either directly or indirectly, against Defendants and the Released Parties, in this or
3 any other jurisdiction or forum, any and all of the PAGA Released Claims.

4 18. Neither this Judgment and Order nor the Settlement Agreement (or any other
5 document referred to herein, or any action taken to carry out this Order) is, may be construed as,
6 or may be used as, an admission of liability or fault by Defendants or the Released Parties, or a
7 finding as to the validity of any claims in the Action or of any wrongdoing or violation of law
8 that is otherwise alleged, or could have been alleged, against Defendants or the Released Parties.
9 The Settlement Agreement is not a concession by the Parties, and, to the extent permitted by law,
10 neither the Settlement Agreement, on the one hand, nor this Judgment and Order, on the other
11 hand—nor any of their respective terms or provisions, nor any of the negotiations or proceedings
12 connected with them—shall be offered as evidence or received in evidence in any pending or
13 future civil, criminal, or administrative action or proceeding to establish any liability of, or
14 admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Judgment and
15 Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding to
16 consummate or enforce the Settlement Agreement, or the use of this Order and Judgment to
17 defend against the assertion of claims in any other proceeding, or as otherwise required by law.
18 Defendants or any of the other Released Parties may file the Settlement Agreement and/or this
19 Order and Judgment in any other action that may be brought against it or them in order to
20 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
21 waiver, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or
22 issue preclusion or similar defense or counterclaim.

23 19. The Gross Settlement Amount to be paid under the Settlement Agreement is
24 \$2,150,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
25 \$716,666.67, Class Counsel's litigation expenses of \$17,498.39, a Class Representative Service
26 Payment of \$10,000, an Administrator Expenses of \$92,000 to Rust Consulting, Inc., and
27 \$75,000 to the LWDA for PAGA penalties and \$25,000 to the Aggrieved Employees for PAGA
28 Penalties. Defendants do not oppose these requests. In addition, and concurrently with paying

the Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be reported through the Administrator. The Court finds that the Gross Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Gross Settlement Amount:

A) \$716,666.67 to Class Counsel for the Class Counsel Fees Payment;

B) \$17,498.39 to Class Counsel for Class Counsel Litigation Expenses Payment;

C) \$10,000 to Class Representative Eduardo Aquino Rodriguez as a Class Representative Service Payment;

D) \$92,000 to the Administrator, Rust Consulting, Inc. (plus Defendants will separately fund \$1,250 to the Administrator relating to the additional charge for issuing payment early);

E) \$75,000 to the LWDA;

F) \$25,000 to the Aggrieved Employees on a pro rata basis;

G) After deducting the foregoing payments from the Gross Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Administrator.

20. The Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

21. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2024, the Superior Court of California for the County of Santa Barbara entered Judgment in the case entitled *Aquino v. Eat Sweet Farms, LLC, et al.*, pending in Superior Court of the State of California, County of Santa Barbara, Case No. 22CV00203, on behalf of current

and former nonexempt employees of Defendants Eat Sweet Farms, LLC, and JDB Pro, Inc., in California at any time during the Class Period of January 18, 2018, through May 24, 2024.”

22. The Class Members shall have 180 days to negotiate each of the settlement checks from the date of issuance by the Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the California Controller’s Unclaimed Property Fund in the name of the Class Member.

23. The following dates shall govern the implementation of this Order/Judgment:

TBD	The Final Order and Judgment is entered, and the Effective Date occurs.
Installment Payment Plan: (1) First installment: before January 1, 2025, or within 10 days after the Effective Date, whichever is later; (2) Second installment: on or before July 31, 2025; and (3) Third installment: on or before December 1, 2025	Defendants shall issue installment payments to the Administrator.
Within 10 days after receipt of each installment payment	Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
180 days after each payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
15 days before Disbursement Hearing	Counsel to file a declaration from the Administrator attesting to disbursement of all payments required under the Settlement Agreement
Date: _____ Time: _____ a.m.	Hearing re: status of disbursements.

1 24. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendants for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7
8 Dated: _____

Hon. Patricia L. Kelly
Judge of the Superior Court

EXHIBIT “A”

EXHIBIT A – Exclusion List

1. Isidro Santos Cristobal
2. Adriana Ramirez Villavicencio
3. Alberto Isidro Ramon
4. Anselmo Hernandez Leon
5. Bernadino Galvez Torres
6. Carlos Perez
7. Cornelia Ligario Galindo
8. Florencia Serapio Mora
9. Gabriel Lopez Bonifacio
10. Genaro Andres Pena
11. Hermenegildo Lopez Santiago
12. Isidro Trujillo Osorio
13. Ismael Tiburcio Moreno
14. Javier Ventura Ramon
15. Joel Perez Primo
16. Julian Ponce Santiago
17. Moyses Garcia Luna
18. Natalio Perez Cristobal
19. Omar Perez Zeferino
20. Petra Bacilio Nava
21. Ramiro Morales
22. Regina Perea Diaz
23. Ricardo Ponce Alejo
24. Rosa Marquez
25. Rosa Ramirez Hernandez
26. Ruben Andres Agustin
27. Rufino Nava Martinez
28. Sabina Zeferino Morelo
29. Santiago Garcia
30. Mauricio Lopez Hernandez
31. Lorena Vasquez Herrera
32. Luis Antonio Hernandez Santiago
33. Marcelino Perez Albino
34. Maximiliano Bravo Lopez
35. Moises Ventura Ramon
36. Aurelia Ponce Galvez
37. Bernardo Ramirez Gonzalez
38. Daniel Pausano Agustin
39. Jose Agustin Herrera
40. Juan Ponce Nicolas
41. Mario Flores Santaigo
42. Ofelia Santiago Garcia
43. Onesimo Ramirez Hernandez
44. Romulo Maldonado Ventura

45. Rosalba Lopez Bautista
46. Rosalino Vazquez de la Cruz
47. Marcelina Rojas
48. Adelalia Moreno Hernandez
49. Alberto Nava Isidro
50. Alberto Juarez Arce
51. Anatolio Chavez Hernandez
52. Aquino Ramirez Ramirez
53. Basilia Ligario Hernandez
54. Beatriz Perea Bravo
55. Cecilia Lopez Lopez
56. Cesar Maldonado Ponce
57. Fernando Isidro Gallardo
58. Gerardo Gonzalez Ligario
59. Jorge Valerio Lopez
60. Juan Alonso Martinez
61. Juan Diego Morales Vasquez
62. Marcelino Aguilar Lopez
63. Margarita Ligario Hernandez
64. Martha Perea Vasquez
65. May Perea Dias
66. Neftali Cano Guevera
67. Raul Santiago Hilario
68. Rosa Cristobal
69. Ruben Alejo Flores
70. Silvino Perez Primo
71. Socorro Munoz Diaz
72. Margarita Vazquez Lopez
73. Agustina Sanchez Alejo
74. Dulce Martinez
75. Erika Maldonado Ponce
76. Fernando Hernandez
77. Flora Morales Gonzalez
78. Marino Santiago Ventura
79. Maurilio Nicolas Martinez
80. Maurilio Ponce Nicolas
81. Sabino Nava Isidro
82. Zenaida Alberto Santos
83. Andres Olivera Moreno
84. Carmelo Pausano Agustin
85. Filomena Gonzalez Najera
86. Yuritzi M Villanueva Olivera