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12 and all similarly aggrieved employees

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF MONTEREY**

15 JUAN RAMON TORRES REYES, on behalf
16 of himself and all similarly aggrieved
17 employees,

17 Plaintiff,

18 v.

19 MB LABOR CONTRACTING, INC.;
20 D'ARRIGO BROS. CO., OF CALIFORNIA;
21 and DOES 1 through 50, inclusive,

21 Defendants.

Case No. 22CV000682

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; AND JUDGMENT**

Date: December 13, 2024

Time: 8:30 A.M.

Dept.: 14

Complaint Filed: March 11, 2022

Trial Date: None Set

1 Plaintiff Juan Ramon Torres Reyes (“Plaintiff”) and Defendants MB Labor
2 Contracting, Inc. and D’Arrigo Bros. Co. of California (together, “Defendants”) (together with
3 Plaintiff, the “Parties”) have entered into the Joint Stipulation of Class Action and PAGA
4 Settlement (“Agreement” or “Settlement Agreement”) to settle the above-captioned class
5 action subject to the Court’s approval (the “Settlement”).

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

10 **I. BACKGROUND**

11 On March 11, 2022, Plaintiff filed a class and representative action complaint in the
12 Superior Court of California, County of Monterey. The complaint asserts claims for: (1)
13 violation of Labor Code §§ 226.7 and 1198 (meal periods); (2) violation of Labor Code §§
14 226.7 and 1198 (rest periods); (3) violation of Labor Code §§ 1194, 1197, and 1199; (4)
15 violation of Labor Code §§ 1194 and 1198; (5) violation of Labor Code §§ 226, 1174, and
16 1175; (6) violation of Labor Code §§ 201, 202, and 203; (7) violation of Labor Code § 2698,
17 *et seq.*, the Private Attorneys General Act (“PAGA”); and (8) violation of Business &
18 Professions Code § 17200, *et seq.* (“UCL”).

19 **A. Class Members**

20 The “Class” is defined as “all current and former non-exempt employees of Defendant
21 MB Labor Contracting, Inc. that were assigned to work for Defendant D’Arrigo Bros. Co., of
22 California in California, at any time from March 11, 2018, to October 24, 2023.” The Class
23 Period is the period from March 11, 2018, through October 24, 2023.

24 **B. Operation of the Settlement**

25 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class
26 and granted preliminary approval of the Settlement. The Preliminary Approval Order also
27 approved of the proposed form of class notice and notice plan. The Court entered the
28 Preliminary Approval Order after review and consideration of the pleadings filed in

1 connection herewith, and the oral presentations made by counsel at the hearing.

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

5 This Court finds that the Settlement appears to be the product of serious, informed,
6 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
7 preferential treatment to any individuals. The Court finds that the Settlement was entered into
8 in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds
9 that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the
10 standards for final approval of a class action settlement under California law. Under the
11 provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure
12 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d
13 800, 821 (1971), the trial court has discretion to certify a class where:

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

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

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

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

24 2. The Court has jurisdiction over the subject matter of the litigation, the Class
25 Representative, the Class Members, and Defendants.

26 3. The Court finds that the dissemination of the Notice Packet disseminated to the
27 Class Members, constituted the best notice practicable under the circumstances to all persons
28 within the definition of the Class, and fully met the requirements of California law and due

1 process under the United States Constitution. No objections or disputes were received by the
2 Parties or the Court through the date of this Order. The Court finds that zero (0) Class
3 Members submitted a valid and timely Request for Exclusion from the Settlement as
4 determined by the Settlement Administrator.

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

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

11 6. The Court hereby certifies the following Class for settlement purposes only: all
12 current and former non-exempt employees of Defendant MB Labor Contracting, Inc. that were
13 assigned to work for Defendant D'Arrigo Bros. Co., of California in California, at any time
14 from March 11, 2018, to October 24, 2023.

15 7. With respect to the Class and for purposes of approving the Settlement only and
16 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
17 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
18 questions of law or fact common to the Class, and there is a well-defined community of
19 interest among members of the Class with respect to the subject matter of the claims in the
20 Litigation; (c) the claims of the Class Representative are typical of the claims of the members
21 of the Class; (d) the Class Representative has fairly and adequately protected the interests of
22 the members of the Class; (e) a class action is superior to other available methods for an
23 efficient adjudication of this controversy; and (f) the counsel of record for the Class
24 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
25 individual and representative capacity and for the Class.

26 8. Defendant MB Labor Contracting, Inc. shall fund \$167,283.92 of the total Gross
27 Settlement Amount pursuant to the terms of the Settlement Agreement. As indicated in the
28 settlement administrator's declaration submitted in support of final approval, \$111,522.62 has

1 been funded to date.

2 9. The Court approves the Individual Settlement Payment and individual PAGA
3 Payment amounts, which shall be distributed pursuant to the terms of the Settlement
4 Agreement.

5 10. The \$167,283.92 Gross Settlement Amount shall be used to pay (a) Class
6 Counsel attorneys' fees in the amount of \$55,761.31 and reimbursement of costs in the amount
7 of \$3,482.36; (b) an enhancement payment to Class Representative Juan Ramon Torres Reyes
8 for prosecuting this action on behalf of the Class in the amount of \$2,500.00; (c) the sum of
9 \$11,250.00 to be paid to the California Labor and Workforce Development Agency
10 ("LWDA") pursuant to the PAGA; (d) the sum of \$3,750.00 to be paid to the Aggrieved
11 Employees pursuant to the PAGA; and (e) \$13,000.00 to the settlement administrator CPT
12 Group (the "Settlement Administrator") for its fees and costs relating to the settlement
13 administration process. The Court finds that these amounts are fair and reasonable. The
14 allocation and distribution of these amounts from the \$167,283.92 Gross Settlement Amount
15 shall be performed by the Settlement Administrator pursuant to the terms of the Settlement
16 Agreement. The Court also finds that Plaintiff's counsel complied with the notice procedures
17 to the LWDA as required by PAGA to settle the PAGA claims.

18 11. As of the date of this Order, all Class Members are hereby deemed to have
19 waived and released all Released Class Claims against the Released Parties as fully set forth in
20 the Settlement. By means of this Order, all Aggrieved Employees are hereby deemed to have
21 waived and released all Released PAGA Claims against the Released Parties as fully set forth
22 in the Settlement. The Class Representative shall be bound by the additional general release
23 provided in the Settlement Agreement. The Settlement is not an admission of liability or
24 wrongdoing by Defendants, nor is this Order a finding of the validity of any claims in the
25 action or of any fault, omission, or wrongdoing by Defendants.

26 12. The Court hereby enters final judgment in this case in accordance with the terms
27 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
28 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing

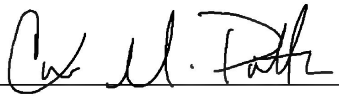
jurisdiction over the action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

13. Any checks issued by the Settlement Administrator to Class Members and/or Aggrieved Employees shall be negotiable for not less than one hundred and eighty (180) days from the date of their issuance. Any individual payment not cashed within 180 days from the date of their issuance shall be paid to the following *cy pres* recipient: State Bar's Justice Gap Fund.

14. The Court sets a hearing to confirm the distribution of the Settlement as set forth herein for June 24, 2025, at **10:00 a.m.** The Parties shall submit a declaration from the Administrator regarding the distribution of the Settlement no later than 15 days before the hearing.

IT IS SO ORDERED AND ADJUDGED.

DATED: 12/13/2024


HON. CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA