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Attorneys for Plaintiffs RENE GARCIA CRUZ and
ROBERTO M. PEREZ, on behalf of themselves
and others similarly situated

FILED

KERN COUNTY SUPERIOR COURT

02/26/2025

BY Evans, Gricelda

DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF KERN**

RENE GARCIA CRUZ and ROBERTO M.
PEREZ, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

ALLIED POTATO, INC., a California
Corporation; ARRIOLA FARM LABOR,
INC., a California Corporation; and DOES 1 to
50, inclusive,

Defendants.

Case No.: BCV-22-100238

Consolidated with Case No. BCV-22-100990

CLASS ACTION

Assigned for All Purposes To:

Hon. Thomas S. Clark

Dept. 17

**[PROPOSED] AMENDED FINAL
JUDGMENT**

Complaint Filed: January 27, 2022

First Amended Complaint: August 19, 2022

Second Amended Complaint: June 22, 2023

Trial Date: None Set

1 **FINAL JUDGMENT**

2 The Court considered the Motion for Final Approval of the parties' Joint Stipulation of
3 Settlement and Release of Class Action ("Settlement Agreement") between Plaintiffs Rene Garcia
4 and Roberto M. Perez (hereinafter "Plaintiffs"), on behalf of themselves and all other similarly
5 situated employees of Defendants ALLIED POTATO, INC and ARRIOLA FARM LABOR, INC.
6 ("Defendants") (collectively, "the parties"). The Court entered its Order Granting Final Approval
7 of the Settlement Agreement following a review of the motion for Final Approval documents at
8 the final fairness and approval hearing conducted on June 12, 2024, and following counsel's
9 submission of documents supporting final approval. The Court also entered Final Judgment on
10 June 12, 2024. The Settlement Administrator has submitted a post-distribution and accounting
11 Declaration reporting that funding, distribution, and the period for voiding uncashed checks have
12 been completed and has requested the Court enter an amended Judgment authorizing the
13 Administrator to send the funds from the uncashed checks to the approved *cy pres* recipient.

14 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

15 The Court hereby enters final amended judgment in accordance with the terms of the
16 parties' submitted Settlement Agreement and the Order granting final approval, which is
17 incorporated herein by this reference as though set forth in full.

18 The "Class" or "Settlement Class" shall mean all current and former nonexempt
19 employees who were employed by Allied Potato, Inc. as non-exempt, hourly agricultural
20 workers and in similar and related positions in California during the Class Period, and all current
21 and former non-exempt employees who were employed by Arriola Farm Labor, Inc. and
22 assigned to work for Allied Potato, Inc. as non-exempt, hourly agricultural workers and in
23 similar and related positions in California during the Class Period. "Settlement Class Member"
24 shall mean any person who is a member of the Settlement Class, or, if such person is
25 incompetent or deceased, the person's legal guardian, executor, heir or successor-in-interest.
26 There were 463 Settlement Class Members and there were no objectors and no requests for
27 exclusion, leaving 463 Participating Class Members.

1 The Gross Settlement Amount is \$275,000.00. Upon entry of the original Judgment, and
2 in accordance with the Settlement Agreement, the 463 Participating Class Members released
3 Defendants and the other Released Parties from the Released Claims as defined in the Settlement
4 Agreement. The Released Parties are defined as Defendants, Kirschenmann Farm, Inc., and each
5 of their past, present and/or future, direct and/or indirect, officers, directors, members, managers,
6 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
7 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
8 assigns, and joint venturers, and any individual or entity which could be liable for any of the
9 Released Claims.

10 The Administrator posted the Order Granting Final Approval and the Judgment on the
11 case website for at least 60 days and it was maintained by Settlement Administrator ILYM
12 Group, Inc. The Court found no further notices of the entry of Judgment needed to be provided
13 to Settlement Class Members, aside from the mailing of their individual settlement payment
14 checks and as set forth in the Final Approval Order.

15 The Settlement Administrator has submitted a Declaration Regarding Disbursement of
16 Settlement Funds reporting the Settlement was fully funded and all disbursements and payments
17 pursuant to the Settlement have been completed, save for payment of the approved *cy pres*
18 beneficiary under C.C.P. § 384. The Administrator has reported that a total of 207 settlement
19 checks, totaling \$12,574.31, remain uncashed after the passing of the January 2, 2025 check
20 cashing deadline. In accordance with the terms of the Parties' Settlement Agreement and by
21 entry of this Amended Judgment, the Court directs the Settlement Administrator to void all
22 uncashed checks and approves sending of the unpaid residue of \$12,574.31 to the approved
23 designated *cy pres* beneficiary, Community Action Partnership of Kern County.

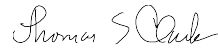
24 Pursuant to the Settlement, C.C.P. § 664.6, and C.R.C. 3.769(h), the Court retains
25 jurisdiction over the Plaintiff, all Settlement Class Members, and Defendant for the purposes set
26 forth in the Final Approval Order.

1 This Judgment is intended to be a final disposition of the above-captioned action in its
2 entirety and is intended to be immediately appealable. Subject to the Court's continuing
3 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

4
5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7 Dated: 02/26/2025, 2025

Signed: 2/26/2025 02:20 PM



8 Thomas S. Clark
9 Judge of the Superior Court
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