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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JARED DEAVER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BLUE DIAMOND GROWERS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Lead Case No. 34-2022-00316490-CU-OE-
GDS

[Consolidated with Case No. 34-2021-
00304425-CU-OE-GDS and Case No. 34-2022-
00319378]

*Assigned for All Purposes to Honorable
Lauri A. Damrell in Dept 22*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT
THEREON**

Date: June 27, 2025
Time: 9:00 a.m.
Department: 22

AND RELATED CONSOLIDATED CASES.

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Daniel Ramirez and Brad Smith, et al.

1 Plaintiffs Jared Deaver, Brad Smith, and Daniel Ramirez’s (“Plaintiffs”) Motion for an Order
2 Granting Final Approval of Class Action Settlement came regularly for hearing on June 27, 2025. The
3 Court has read, heard, and considered all the pleadings and documents submitted, and the presentations
4 made in connection with the Motion.

5 **I. BACKGROUND**

6 **A. Class Members**

7 The Class Period is July 14, 2017 through August 23, 2024 (“Class Period”). For settlement
8 purposes only, the Court certifies the following Settlement Class: “all current and former non-exempt
9 California employees employed directly by defendant Blue Diamond Growers (“Blue Diamond”) who
10 worked at any time during the Class Period.”

11 **B. Operation of the Settlement.**

12 Pursuant to the Preliminary Approval Order dated February 13, 2025, this Court conditionally
13 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order
14 also approved of the proposed class notice. The Court entered the Preliminary Approval Order after
15 review and consideration of all of the pleadings filed in connection herewith.

16 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class
17 Members via first class mail. The notice process was timely completed.

18 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
19 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
20 individuals. The Court further finds that the Settlement is fair, reasonable and adequate, that due and
21 adequate notice was provided to Class Members, and that Plaintiffs have satisfied the standards for final
22 approval of a class action settlement under California law. Under the provisions of California *Code of*
23 *Civil Procedure* section 382 as set forth in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial
court has discretion to certify a class where:

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

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

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Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement and Release (“Settlement Agreement” or “Settlement”).

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representatives, Class Members, and Defendant.

3. The Court finds that the dissemination of the Class Notice to the Class Members by the appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice practicable under the circumstances to all Class Members, and fully met the requirements of California law and due process.

4. The Court approves the settlement of the above-captioned action, as set forth in the Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed to perform in accordance with the terms set forth in the Agreement.

5. The Court hereby certifies the following Class for settlement purposes only: all current and former employees employed by Defendant in California who were paid any wages during the Class Period.

6. With respect to the Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative is typical of the claims of 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 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative capacity and for the Class Members.

7. Within thirty (30) calendar days after entering the final order and judgment, Defendant shall deposit the Maximum Settlement Amount of Five Million, Ninety-Three Thousand, Five Hundred

Thirty-Seven Dollars, and Fifty Cents (\$5,093,537.50), plus its share of payroll taxes, into a Qualified Settlement Fund to be established by the Settlement Administrator.

8. From the Gross Settlement Amount, the Administrator shall pay:

1. to Class Counsel attorneys' fees in the amount of \$1,782,738.13 and reimbursement of costs in the amount of \$33,805.62;
2. to Class Representatives Jared Deaver, Brad Smith, and Daniel Ramirez for their services to the Class, and as consideration for the execution of a general release, the amount of \$10,000.00 each;
3. to the California Labor and Workforce Development Agency the amount of \$187,500.00 for its 75% share of PAGA Penalties; and
4. to Phoenix Settlement Administrators the amount of \$22,000.00 for its fees and costs in administering the settlement.

9. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

10. The Court approves the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement from the Net Settlement Amount, after payment of those amounts set forth in Paragraph 8.

11. Settlement checks will remain valid for a period of 180 calendar days after they issue. Any check not cashed within 180 calendar days will be distributed to the State of California Unclaimed Property Fund in the name of the Class Member.

12. The Court finds that there were six (6) individuals who opted out of the Settlement. Except for the six (6) individuals who opted out of the Settlement, all Class Members and Aggrieved Employees shall be bound by the Released Class Claims and Released PAGA Claims provided in the Agreement. The Class Representatives shall be bound by the additional general releases provided in the Agreement.

13. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the

1 Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the
2 Settlement.

3 14. The Court sets a compliance hearing for May 1, 2026 at 10:30 a.m. At least fifteen (15)
4 days before, the Parties shall file the Administrator's Declaration and an amended judgment in
5 compliance with Code of Civil Procedure § 384(b).

6 **IT IS SO ORDERED AND ADJUDGED.**

7
8 DATED: _____, 2025

Honorable Lauri Damrell
Judge of the Superior Court