

Jeremy F. Bollinger (SBN 240132)
 Dennis F. Moss (SBN 77512)
 Ari E. Moss (SBN 238579)
MOSS BOLLINGER LLP
 15300 Ventura Blvd., Ste. 207
 Sherman Oaks, California 91403
 Telephone: (310) 982-2984
 Facsimile: (818) 963-5954
 jeremy@mossbollinger.com
 dennis@mossbollinger.com
 ari@mossbollinger.com

Attorneys for Plaintiff CINTHIA NAVARRO

FILED
 KERN COUNTY SUPERIOR COURT
 06/07/2024

BY Fogerson, Vickie
 DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF KERN

CINTHIA NAVARRO, an individual, and on
 behalf of other similarly situated individuals and
 the State of California

Plaintiffs,

vs.

WONDERFUL ORCHARDS LLC; and
DOES 1-50,

Defendants.

Case No. BCV-22-101079

[Assigned for all purposes to Hon. Bernard C.
 Barmann, Jr., Division H]

~~PROPOSED~~ FINAL JUDGMENT AND ORDER
 OF DISMISSAL

Hearing Date: June 7, 2024
 Time: 8:30 a.m.
 Div.: H

1 On June 7, 2024, Plaintiff Cinthia Navarro’s motion for approval of the Settlement Agreement
2 between the above-captioned parties came on regularly for hearing pursuant to the California Private
3 Attorneys General Act, Labor Code section 2699, *et seq.* (“PAGA”). Appearances were as stated in the
4 record. Having considered the motion, the Settlement Agreement, all supporting documents, and the
5 arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s motion is GRANTED.

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

7 The Court hereby approves the parties’ proposed Private Attorneys General Act Settlement and
8 Release (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Jeremy F. Bollinger,
9 entered into between Plaintiff as an individual and on behalf of the State of California and as an
10 “aggrieved employee” acting as private attorney general under PAGA, on the one hand, and Defendant
11 Wonderful Orchards, LLC (“Defendant”) on the other, as follows:

12 1. All capitalized terms used here and not otherwise defined shall have the same meaning as
13 given in the Settlement Agreement.

14 2. The Court has jurisdiction over the subject matter of this action, all PAGA Employees, the
15 State of California, and Defendant.

16 3. The Court finds and determines that the parties have satisfied the requirements of Section
17 2699(l)(2) of PAGA, by submitting the Settlement Agreement to the Labor Workforce and Development
18 Agency (“LWDA”).

19 4. The Court APPROVES the parties’ Settlement Agreement adjudging the terms thereof to
20 be fair, reasonable, and adequate and directing consummation of its terms and provisions.

21 5. The Court APPROVES the Notice of PAGA Settlement, attached as Exhibit A to the
22 Settlement Agreement, as to form and content, and directs the Settlement Administrator to distribute it
23 along with the Settlement shares to the PAGA Employees pursuant to the terms of the Settlement
24 Agreement.

25 6. The Court APPROVES the parties’ Settlement Agreement in favor of Plaintiff and the
26 PAGA Employees in the gross Settlement Sum of \$525,000.

27 7. The Court APPROVES and APPOINTS Phoenix Settlement Administrators to administer
28 the Settlement.

1 8. The Court APPROVES and ORDERS that, of the gross Settlement Sum, twenty-five
2 percent (or \$131,250) is to be distributed to the PAGA Employees and seventy-five percent shall be
3 allocated to the LWDA pursuant to Section 2699(i) of PAGA. The Court further APPROVES and
4 ORDERS that from the seventy-five percent allocated to the LWDA, \$183,760 is awarded as attorneys'
5 fees paid to Plaintiff's Counsel Moss Bollinger, LLP, \$1,083.75 is awarded as litigation costs paid to
6 Plaintiff's Counsel Moss Bollinger, LLP, \$10,000 is awarded to the PAGA Representative/Plaintiff
7 Cinthia Navarro as an Enhancement Payment, and \$6,500 is awarded as administrative costs paid to the
8 Settlement Administrator. The remaining amount of \$192,406.25 is to be distributed to the LWDA.

9 9. Pursuant to section 7.3 of the Settlement Agreement, any funds in the PAGA Employee
10 Fund associated with uncashed checks after one hundred eighty (180) calendar days will be sent to the
11 LWDA with the LWDA Payment.

12 10. The Lawsuit is hereby DISMISSED WITH PREJUDICE and without costs to any party,
13 other than as specified in the Settlement Agreement and this Order.

14 11. In consideration of the gross Settlement Sum provided under the Settlement Agreement,
15 and for other good and valuable consideration, each of the PAGA Employees and the State of California
16 shall, by operation of this Judgment, irrevocably release, acquit, and forever discharge Defendant and the
17 Released Parties, as defined in the Settlement Agreement, of all claims under PAGA arising in PAGA
18 Pay Periods for violations of the California Labor Code, including §§ 201, 202, 203, 226, 205.5, 510,
19 512, 1174(d), 1174.5, 1194, 1197, and alleged violations of applicable Industrial Welfare Commission
20 ("IWC") Wage Orders, including but not limited to subsections 3, 4, 7 of Wage Orders 14 which were
21 alleged by Plaintiff, or reasonably could have been alleged by Plaintiff by reason of or in connection with
22 the same set of operative facts set forth or referred to in the Lawsuit ("Released Claims"). Without
23 limiting the foregoing release, Released Claims shall include claims under PAGA reasonably related to
24 allegations of failure to pay minimum wage or overtime wages as required by law, failure to include
25 incentive pay in the calculation of the regular rate of pay for overtime, failure to compensate pre- and
26 post-shift off the clock work, failure to timely pay all wages during employment, failure to keep legally
27 compliant payroll records, failure to provide compliant wage statements, and failure to pay all wages
28 upon discharge or resignation.

12. As a result of this Judgment, the PAGA Representative/Plaintiff, the State of California, and all PAGA Employees are barred from prosecuting any claims covered by the release set forth in the Settlement Agreement against Defendant and the Released Parties.

13. This Judgment is the Final Judgment in the suit as to all Released Claims.

14. In the event that the Settlement Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the Agreement, and without prejudice to the *status quo ante* rights of Plaintiff, PAGA Employees, the State of California, and Defendant.

IT IS SO ORDERED.

Dated: June 7, 2024


Hon. Bernard C. Barmann, Jr, Judge of the Superior Court

Signed: 6/7/2024 09:00 AM