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Superior Court of California,
County of Madera
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By: Rosie Bueno, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

LUIS SANCHEZ, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

MADERA CALF RANCH, INC., a California
corporation; and DOES 1 through 100,

Defendants.

FILED
Superior Court of California,
County of Madera
02/23/2024

Adrienne Calip / Clerk of Court
By: Rocio Bueno, Deputy Clerk

Case No. MCV086823

*[Assigned for all purposes to the Hon.
Brian Enos, Dept. 45]*

**~~[PROPOSED]~~ FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGEMENT**

Date: February 23, 2024
Time: 9:00 a.m.
Dept.: 45

Complaint Filed: March 28, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 23, 2024, at 9:00
2 a.m. pursuant to California Rule of Court 3.769 and this Court's October 20, 2023 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the Parties' Stipulation of Class and PAGA Settlement (the "Settlement" or
5 "Settlement Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown In Support
6 of Plaintiff's Motion for Preliminary Approval of Settlement, filed on September 28, 2023, and
7 the submissions of counsel, and recognizing the sharply disputed factual and legal issues involved
8 in this case, the risks of further prosecution and the benefits to be received by the Class pursuant
9 to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
10 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
11 Parties.

12 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
13 that assigned to them in the Settlement.

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All current and former non-exempt employees of Defendant Madera Calf Ranch, Inc.
20 who worked for Defendant in California at any time from March 28, 2018 through April
21 14, 2023 ("Class Period").

22 2. Plaintiff Luis Sanchez is hereby confirmed as Class Representative, and Daniel J.
Brown and Jessica Flores of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on October 20, 2023, and the notice process has been
25 completed in conformity with the Court's Order. The Court finds that said notice was the best
26 notice practicable under the circumstances. The Class Notice provided due and adequate notice
27 of the proceedings and matters set forth herein, informed Class Members of their rights, and fully
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1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
2 Court 3,769, and due process. Of the 132 Class Members, Defendant did not have mailing
3 addresses for 36 Class Members. Of the 96 Class Members for whom Defendant provided
4 addresses and for whom notice packets were mailed, 12 notice packets were ultimately deemed
5 undeliverable.

6 4. The Court finds that no Class Member objected to the Settlement or requested
7 exclusion from the Settlement, and that the participation rate in the Settlement supports final
8 approval.

9 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
10 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
11 terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
18 interests of the Class Members; (e) a class action is superior to other available methods for an
19 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
20 for the Class Representative and the Settlement Class.

21 7. The Court finds that given the absence of objections, and objections being a
22 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
23 notice of entry.

24 8. The Court orders that the Gross Settlement Amount of Two Hundred Forty
25 Thousand Dollars and Zero Cents (\$240,000.00) shall be deposited with the Settlement
26 Administrator, Apex Class Action Settlement Administrators ("Apex"), as provided in the
27 Settlement.

1 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
2 shall be delivered to State of California to be held pursuant to the Unclaimed Property Law,
3 California Civil Code §1500 *et seq.*, in the name of the Settlement Class Member to whom the
4 check was issued, until such time that the property is claimed.

5 10. The Court finds that the Participating Member Payments, as provided for in the
6 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
7 distribute the Participating Member Payments in conformity with the terms of the Settlement. The
8 Court further orders that if any of the Settlement Class Members are Defendant's current
9 employees and the Participating Member Payment mailed to those current employees is returned
10 to the Settlement Administrator as being undeliverable, and the Settlement Administrator is
11 unable to locate a valid mailing address, the Settlement Administrator shall arrange with
12 Defendant to have those Settlement Awards delivered to the employees at their place of
13 employment.

14 11. The Court finds that a Class Representative Service Award in the amount of
15 \$5,000.00 for Plaintiff Luis Sanchez is appropriate for his risks undertaken and service to the
16 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
17 that the Settlement Administrator make this payment in conformity with the terms of the
18 Settlement.

19 12. The Court finds that attorneys' fees in the amount of \$84,000.00, and actual
20 litigation costs of \$9,592.93 for Class Counsel, are fair, reasonable, and adequate, and orders that
21 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
22 terms of the Settlement.

23 13. The Court finds that a payment to the Labor & Workforce Development Agency
24 ("LWDA") in the amount of \$3,750.00 for the LWDA's share of civil penalties under the Labor
25 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
26 Settlement Administrator make this payment in conformity with the terms of the Settlement.

27 14. The Court orders that the Settlement Administrator shall be paid \$6,990.00 from
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1 the Gross Settlement Amount for all of its work done and to be done until the completion of this
2 matter, and finds that sum appropriate.

3 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
4 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately,
5 and in addition to, the Gross Settlement Amount.

6 16. The Court finds and determines that upon satisfaction of all obligations under the
7 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will
8 have released the Released Claims as set forth in the Settlement.

9 17. Settlement is not an admission by Defendant, nor is this Order and Final Judgment
10 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
11 and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to
12 carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or
13 wrongdoing on the part of Defendant.

14 18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class
15 Members, on behalf of themselves, and their respective past and present representatives, shall be
16 deemed to have released and discharged Defendant Madera Calf Ranch, Inc., and its respective
17 past and present affiliates, subsidiaries, successors, and assigns, members, predecessors, insurers,
18 and current and former officers, directors, shareholders (collectively the "Released Parties") from
19 all claims that were alleged, or reasonably could have been alleged, based on the facts pled in the
20 Action during the Class Period, including: (a) failure to pay all overtime wages; (b) failure to
21 reimburse for necessary business expenses; (c) failure to provide accurate, itemized wage
22 statements; (d) waiting time penalties; (e) meal period violations; (f) rest period violations; and
23 (g) all claims arising out of unfair business practices under Business & Professions Code § 17200,
24 *et seq.* premised on the claims pled based on the factual allegations in the Action; and Plaintiff
25 and Aggrieved Employees, on behalf of themselves and their respective past and present
26 representative, and regardless of whether they opt out of the Settlement Class, will release and
27 discharge the Released Parties from all claims for PAGA civil penalties that were alleged, or
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1 reasonably could have been alleged, based on facts pled in the Action for alleged Labor Code
2 violations that arose during the PAGA Period. The period of the Release by Settlement Class
3 Members shall extend to the limits of the Class Period. The period of the Release by Aggrieved
4 Employees shall extend to the limits of the PAGA Period.

5 Plaintiff and all Settlement Class Members who were employed by Defendant in
6 California at any time from March 28, 2021 through April 14, 2023, will not have the opportunity
7 to opt out or object to the PAGA Amount, as described in section 8(D)(i) of the Settlement, and/or
8 release of PAGA claims set forth in the Settlement. Notwithstanding the paragraphs above nor
9 anything else in the Settlement, Plaintiff's waiver and release in the Settlement does not apply to
10 (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers'
11 compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.

12 19. The releases identified herein shall be null and void should the Settlement not be
13 fully funded.

14 20. This document shall constitute a final judgment pursuant to California Rule of
15 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
16 approval hearing, the court must make and enter judgment. The judgment must include a
17 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
18 judgment. The court may not enter an order dismissing the action at the same time as, or after,
19 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
20 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

21 21. The Settlement Class Members will be provided notice with their Participating
22 Member Payments that the Final Order and Judgment is posted on the landing page of the
23 Settlement Administrator's website. A copy of the Final Order and Judgment entered by the Court
24 shall be posted by the Settlement Administrator on the Settlement Administrator's website at
25 (www.apexclassaction.com/maderacalfranch).

26 22. The Settlement Administrator shall file a declaration regarding the disbursement
27 of Settlement funds on or before OCTOBER 23, 2024, and the date for the Final Report
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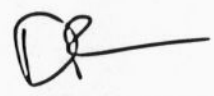
(Nonappearance) Hearing shall be set for NOVEMBER 6, 2024 @ 9³⁰ AM. The declaration shall state the date the checks were mailed, the total number of checks mailed to Settlement Class Members, the average amount of those checks, the number of checks that remain uncashed, the total value of those uncashed checks, and the nature and date of the disposition of those unclaimed funds.

APPROVED AS TO FORM:

Dated: 2/13/24

STANSBURY BROWN LAW, PC

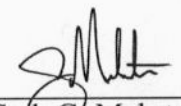
By:


Daniel J. Brown
Attorneys for Plaintiff

Dated: 2/13/24

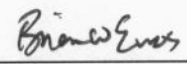
BARSAMIAN & MOODY, APC

By:


Seth G. Mehrten
Attorneys for Defendant

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: FEBRUARY 23, 2024


Honorable Brian Enos
Judge of the Superior Court