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Superior Court of California,
County of Madera
02/26/2024 at 03:16:23 PM
By: Rosie Bueno, Deputy Clerk

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FILED
Superior Court of California,
County of Madera
03/08/2024

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

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

CLAUDIO VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LABOR FORCE MANAGEMENT, INC., a
California corporation; FOWLER PACKING
COMPANY, INC., a California corporation; and
DOES 1 through 100,

Defendants.

Case No.: MCV086790

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

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

Date: March 8, 2024
Time: 9:00 a.m.
Dept.: 45

Complaint Filed: March 1, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 8, 2024, at 9:00
2 a.m. pursuant to California Rule of Court 3.769 and this Court's September 11, 2023 Order
3 Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval
4 Order"). Having considered the Parties' Stipulation of Class and PAGA Settlement (the
5 "Settlement" or "Settlement Agreement") attached as Exhibit 1 to the Declaration of Daniel J.
6 Brown in Support of Plaintiff's Motion for Preliminary Approval of Settlement, filed on August
7 16, 2023, and the submissions of counsel, and recognizing the sharply disputed factual and legal
8 issues involved in this case, the risks of further prosecution and the benefits to be received by the
9 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
10 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
11 negotiations between the 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 Labor Force Management, Inc. who
20 performed work for Fowler Packing Company, Inc. in California at any time from
November 13, 2020, through March 17, 2022 ("Class Period").

21 2. Plaintiff Claudio Valdez is hereby confirmed as Class Representative, and Daniel
22 J. Brown of Stansbury Brown Law, PC is 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 September 11, 2023, and the notice process has been
25 completed in conformity with the Court's Order. Further notice was provided to the Settlement
26 Class via publication in the Madera Tribune in conformity with this Court's November 21, 2023
27 Order. The Court finds that said notice was the best notice practicable under the circumstances.
28

1 The Class Notice provided due and adequate notice of the proceedings and matters set forth
2 herein, informed Class Members of their rights, and fully satisfied the requirements of California
3 Code of Civil Procedure § 1781(e), California Rule of Court 3,769, and due process.

4 4. The Court finds that no Class Member objected to the Settlement and no Class
5 Member opted-out of the Settlement, and that the 100% participation rate in the Settlement
6 supports final approval.

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

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

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

22 8. The Court orders that the Gross Settlement Amount of One Hundred Fifty
23 Thousand Dollars and Zero Cents (\$150,000.00) shall be deposited with the Settlement
24 Administrator, Phoenix Settlement Administrators ("Phoenix"), as provided in the Settlement.

25 9. Any Settlement funds payable to Settlement Class Members that remain uncashed
26 after 180 days after they are mailed will not be reissued and will escheat to the non-profit
27 organization of Boys & Girls Club of Fresno County as the *cy pres* recipient.

1 10. The Court finds that the Participating Member Payments, as provided for in the
2 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
3 distribute the individual Participating Member Payments in conformity with the terms of the
4 Settlement.

5 11. The Court finds that a Class Representative Service Award in the amount of
6 \$5,000.00 for Plaintiff Claudio Valdez is appropriate for his risks undertaken and service to the
7 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
8 that the Settlement Administrator make this payment in conformity with the terms of the
9 Settlement.

10 12. The Court finds that attorneys' fees in the amount of \$50,000.00, and actual
11 litigation costs of \$11,513.73 for Class Counsel, are fair, reasonable, and adequate, and orders
12 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
13 the terms of the Settlement.

14 13. The Court finds that a payment to the Labor & Workforce Development Agency
15 ("LWDA") in the amount of \$7,500.00 for the LWDA's share of civil penalties under the Labor
16 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
17 Settlement Administrator make this payment in conformity with the terms of the Settlement.

18 14. The Court orders that the Settlement Administrator shall be paid \$13,750.00 from
19 the Gross Settlement Amount for all of its work done and to be done until the completion of this
20 matter, and finds that sum appropriate.

21 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
22 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately,
23 and in addition to, the Gross Settlement Amount.

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

27 17. Settlement is not an admission by Defendants, nor is this Order and Final
28

1 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.
2 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
3 any action taken to carry out the Settlement, shall be construed or deemed an admission of
4 liability, culpability, or wrongdoing on the part of Defendants.

5 18. As of the date of this Order and Final Judgment, Plaintiff and Participating
6 Settlement Class Members shall be deemed to have released and discharged Defendants Labor
7 Force Management, Inc. and Fowler Packing Company, Inc., and their respective past and present
8 officers, directors, shareholders, employees, agents, principals, heirs and representatives
9 (collectively, the "Released Parties") from all claims that were alleged based on the facts pled in
10 the Action during the Class Period, including: (a) minimum wage violations; (b) failure to pay
11 all overtime wages; (c) meal period violations; (d) rest period violations; (e) failure to reimburse
12 for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g)
13 waiting time penalties; and (h) all claims arising out of unfair business practices under Business
14 & Professions Code § 17200, *et seq.* premised on the claims pled based on the factual allegations
15 in the Action. (collectively, the "Released Class Claims"). The release extends to the limits of
16 the Class Period. This Release is expressly limited to shifts in which Settlement Class Members
17 performed work for Defendant Fowler Packing Company, Inc.

18 Plaintiff and all Aggrieved Employees, defined as all current and former non-exempt
19 employees of Labor Force Management, Inc. who performed work for Fowler Packing Company,
20 Inc. in California at any time from March 1, 2021, through March 17, 2022, regardless of whether
21 they opt out of the Settlement Class, will not have the opportunity to opt out or object to the
22 PAGA Penalties, as described in section 4(B)(v) of the Settlement, and/or release of PAGA
23 claims set forth in the Settlement. Notwithstanding the paragraphs above nor anything else in the
24 Settlement, Plaintiff's waiver and release in the Settlement does not apply to (i) those rights that
25 as a matter of law cannot be waived, including, but not limited to, workers' compensation claims,
26 pending or otherwise; and (ii) rights or claims arising out of this Settlement.

27 19. The releases identified herein shall be null and void should the Settlement not be
28

1 fully funded.

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

9 21. The Settlement Class Members will be provided notice with their individual
10 Participating Member Payments that the Final Order and Judgment is posted on the landing page
11 of the Settlement Administrator's website. A copy of the Final Order and Judgment entered by
12 the Court shall be posted by the Settlement Administrator on the Settlement Administrator's
13 website at (<https://www.phoenixclassaction.com/labor-force-management/>).

14 22. The Settlement Administrator shall file a declaration regarding the disbursement
15 of Settlement funds on or before November 27, 2024, and the date for the Final Report
16 (Nonappearance) Hearing shall be set for December 6, 2024. The declaration shall state the date
17 the checks were mailed, the total number of checks mailed to Settlement Class Members, the
18 average amount of those checks, the number of checks that remain uncashed, the total value of
19 those uncashed checks, the average amount of the uncashed checks, and the nature and date of
20 the disposition of those unclaimed funds.

21
22 **APPROVED AS TO FORM:**

23 Dated: 2/26/24

STANSBURY BROWN LAW, PC

24
25 By:

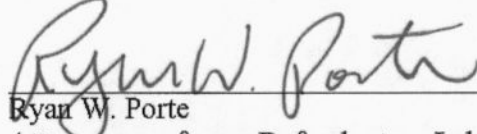


26 Daniel J. Brown
27 Jessica Flores
28 Attorneys for Plaintiff

1 Dated: 2/26/2024

RAIMONDO MILLER, ALC

2 By:



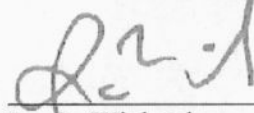
Ryan W. Porte

Attorneys for Defendant Labor Force
Management, Inc.

6 Dated: February 26, 2024

SAGASER, WATKINS & WIELAND, PC

8 By:

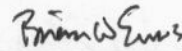


Ian B. Wieland

Attorneys for Defendant Fowler Packing
Company, Inc.

13 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

15 Dated: MARCH 8, 2024



Honorable Brian Enos
Judge of the Superior Court