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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

NATALIA G. CRUZ, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

VASVISION BERRY FARMS, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV001734

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: November 3, 2023

Time: 8:30 a.m.

Dept: 15

Complaint Filed: June 17, 2022

Trial Date: None

1 The motion of Plaintiff Natalia G. Cruz for an order approving the settlement of the
2 above-captioned action and entering judgment thereon (“Motion”) having come before the
3 Court, and the Court being duly apprised of the premises, good cause appearing,

4 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement
5 of this action is hereby approved.

6 IT IS FURTHER ORDERED as follows:

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Joint Stipulation of Settlement and Release Under
9 the Private Attorneys General Act (“Agreement” or “Settlement”) attached as Exhibit B to the
10 Declaration of Kristen M. Agnew filed in support of the Motion.

11 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
12 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant
13 to the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with
14 the Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
15 Settlement Agreement. The Court finds and determines that Plaintiff’s notice of the settlement
16 complied with the statutory requirements of the PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the “Aggrieved Employees”: all current and former
19 California piece-rate, non-exempt employees who worked for Defendant at any time from
20 April 12, 2021, through June 22, 2023 (“PAGA Period”).

21 4. This Court has jurisdiction over the subject matter of this litigation, Plaintiff,
22 Aggrieved Employees, Defendant and over those persons and entities undertaking affirmative
23 obligations under the settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
25 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

26 6. The Court finds that each Aggrieved Employee, in accordance with the
27 Settlement, releases the following “Released Claims” against the Released Parties:
28 all claims for penalties under the California Private Attorneys’
General Act, including costs and attorneys’ fees related thereto,

1 predicated upon violation of Labor Code sections 201, 202, 203,
2 204, 207, 208, 209, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226,
3 226.2, 226.7, 246,510,512,558, 1174, 1175, 1194, 1194.2, 1197,
4 1197.1,-1198, 1199, 2698 et seq., and 2699 et seq., based on the
5 facts as alleged in the Complaint, that accrued during the PAGA
6 Period.

7 The Agreement neither releases the Released Parties from liability, if any, to Aggrieved
8 Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of
9 claims by Aggrieved Employees against the Released Parties for any individual wage and hour
10 claims.

11 7. The Court approves the Gross PAGA Settlement Amount of \$387,500.00. The
12 Court further finds that the Gross PAGA Settlement Amount, PAGA Penalties Fund, and the
13 methodology used to calculate and pay each Individual Settlement Payment, in accordance
14 with the Settlement, are fair and reasonable.

15 8. Phoenix Settlement Administrators is approved to serve as the Settlement
16 Administrator.

17 9. The Court awards the Settlement Administrator in this Action its fees and costs
18 in the amount of \$6,950.00, in accordance with the terms of the Settlement Agreement.

19 10. The Court awards Plaintiff an Enhancement Payment in the amount of \$5,000. In
20 exchange, Plaintiff has agreed to a general release of all claims that she might have against
21 Defendant, including a Civil Code section 1542 release.

22 11. The Court awards to Plaintiff's counsel in this Action its fees of \$129,166.66
23 and actual costs of \$4,877.86, in accordance with the terms of the Settlement Agreement.

24 12. The Court approves the PAGA Penalties Fund of \$241,505.48. Seventy-five
25 percent (75%) of the PAGA Penalties Fund will be paid to the State of California Labor and
26 Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent
27 (25%) of the PAGA Penalties Fund shall be distributed to the Aggrieved Employees in
28 accordance with the terms of the Settlement.

13. Checks for Individual Settlement Payments sent to Aggrieved Employees shall
be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks

1 for Individual Settlement Payments uncashed after one hundred eighty (180) days will be
2 disbursed to the *cy pres* recipient Legal Aid at Work, a 501(c)(3) non-profit organization.

3 14. The Court retains exclusive and continuing jurisdiction over this Action for
4 purposes of supervising, administering, implementing, interpreting, and enforcing this
5 Judgment and Order, as well as the settlement.

6 15. Nothing in this Order and Judgment or the settlement shall be construed as an
7 admission or concession by any party. The settlement and this resulting Judgment and Order
8 simply represent a compromise of disputed allegations.

9 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
10 days of the date of this Order.

11 IT IS SO ORDERED, ADJUDGED AND DECREED.

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13 Dated: _____

14 HON. THOMAS W. WILLS
15 SUPERIOR COURT OF CALIFORNIA
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