

RECEIVED
BY SUPERIOR COURT OF CALIFORNIA
COUNTY OF KINGS COUNTY
02/20/2024
MR. ONA SOBOLESKI CLERK OF THE COURT
SANDRA ACUNDO, DEPUTY

FILED

MAR 13 2024

NOONA SOBOLESKI CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
DEPUTY

CONEY PEREZ

1 DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
2 JESSICA FLORES (SBN 282669)
jflores@stansburybrownlaw.com
3 STANSBURY BROWN LAW, PC
2610 1/2 Abbot Kinney Blvd.
4 Venice, CA 90291
Tel: 323-204-3124

5 Attorneys for Plaintiff

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 FOR THE COUNTY OF KINGS

8
9 NICOLAS SANCHEZ, as an individual and on
10 behalf of all others similarly situated,

11 Plaintiff,

12 vs.

13 CARDENAS BROTHERS AG, INC., a
14 California corporation; MCCLARTY FARMS,
15 LLC; and DOES 1 through 100,

16 Defendants.

Case No. 22C-0173

[Assigned for all purposes to the Hon.
Valerie R. Chrissakis, Dept. 8]

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

Date: March 13, 2024
Time: 8:15 a.m.
Dept.: 8

Complaint Filed: May 16, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 13, 2024, at 8:15
2 a.m. pursuant to California Rule of Court 3.769 and this Court's October 31, 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 October 18, 2023, and the
7 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in
8 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to
9 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 Cardenas Brothers Ag, Inc. who
20 performed work for McClarty Farms, LLC in California at any time from May 16, 2018
through December 31, 2021 ("Class Period").

21 2. Plaintiff Claudio Valdez is hereby confirmed as Class Representative, and Daniel
22 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 31, 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
28

1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
2 Court 3,769, and due process.

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

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

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

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

20 8. The Court orders that the Gross Settlement Amount of One Hundred Eighty
21 Thousand, Six Hundred Dollars and Zero Cents (\$180,600.00) shall be deposited with the
22 Settlement Administrator, Phoenix Settlement Administrators ("Settlement Administrator"), as
23 provided in the Settlement.

24 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
25 shall be delivered to the California Farmworker Foundation, as the designated *cy pres*. In addition,
26 for the 220 Class Members without a Social Security Number and who did not return a W-9 form,
27 their wage portion of the settlement award will also be sent to the California Farmworker
28

1 Foundation.

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

11 11. The Court finds that a Class Representative Service Award in the amount of
12 \$5,000.00 for Plaintiff Claudio Valdez is appropriate for his risks undertaken and service to the
13 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
14 that the Settlement Administrator make this payment in conformity with the terms of the
15 Settlement.

16 12. The Court finds that attorneys' fees in the amount of \$63,210.00, and actual
17 litigation costs of \$9,867.10 for Class Counsel, are fair, reasonable, and adequate, and orders that
18 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
19 terms of the Settlement.

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

24 14. The Court orders that the Settlement Administrator shall be paid \$14,000.00 from
25 the Gross Settlement Amount for all of its work done and to be done until the completion of this
26 matter, and finds that sum appropriate.

27 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
28

1 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant Cardenas
2 Brothers Ag, Inc. separately, and in addition to, the Gross Settlement Amount.

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

6 17. The Settlement is not an admission by Defendant Cardenas Brothers Ag, Inc. or
7 Defendant McClarty Farms, LLC, nor is this Order and Final Judgment a finding of the validity
8 of any allegations or of any wrongdoing by either Defendant. Neither this Order and Final
9 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
10 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing
11 on the part of Defendant Cardenas Brothers Ag, Inc. or Defendant McClarty Farms, LLC.

12 18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class
13 Members, on behalf of themselves, and their respective past and present representatives, agents,
14 attorneys, heirs, administrators, successors, and assigns, shall be deemed to have released
15 McClarty Farms LLC and Cardenas Brothers Ag, Inc., together with their present and former
16 parents, subsidiaries, present and former owners, boards, officers, directors, trustees,
17 shareholders, members, managers, partners, employees, agents, insurers, attorneys,
18 representatives, heirs, joint-employers, alter egos, or other entities or persons against whom
19 vicarious liability for the Release Class Claims and Released PAGA Claims could be asserted
20 under Labor Code 558.1 (collectively the "Released Parties") from all claims that were alleged,
21 based on the facts pled in the Action during the Class Period. Without limiting the foregoing,
22 Released Class Claims shall include all claims for: (a) minimum wage violations; (b) failure to
23 pay all overtime wages; (c) meal period violations (including the failure to pay premiums at all
24 or at the correct rate for any violation of meal period obligations); (d) rest and recovery period
25 violations (including the failure to pay premiums at all or at the correct rate for any violation of
26 rest and recovery period obligations pursuant to Labor Code §226.2); (e) waiting time penalties;
27 (f) failure to provide accurate, itemized wage statements; (g) failure to keep accurate records; (h)

1 all claims arising out of unfair business practices under Business & Professions Code § 17200,
2 et seq.; (i) failure to reimburse for necessary business expenses, and (j) any and all related
3 statutory penalties associated with the foregoing. Such Released Class Claims shall include, but
4 are not limited to, those claims arising under California Labor Code §§201-203, 204b, 205, 206,
5 210, 218, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558.1, 1174, 1182.12, 1194, 1194.2,
6 1197, 1197.1, 1198, 1199, 2800, 2802, and/or those arising under the applicable Industrial
7 Welfare Commission Wage Order(s), (including subsections 3, 4, 7, 11, and 18 C.C.R. §11140),
8 California Business and Professions Code §§17200 et seq. (including, without limitation,
9 California Business and Professions Code §§17200 through 17208); the California Civil Code
10 §3287; California Code of Civil Procedure §1021.5. The release extends to the limits of the Class
11 Period. This Release is limited to liability for the Released Class Claims that arose for shifts
12 worked by Participating Settlement Class Members during the Class Period and in which
13 Participating Settlement Class Members performed work for McClarty Farms, LLC on behalf of
14 Cardenas Brothers Ag, Inc. This Release shall not be construed to extend to liability Cardenas
15 Brothers Ag, Inc. may have to Settlement Class Members arising from shifts during which
16 Settlement Class Members performed work for individuals or entities other than McClarty Farms,
17 LLC on behalf of Cardenas Brothers Ag, Inc. This notwithstanding, McClarty Farms, LLC shall
18 have no further liability to Participating Settlement Class Members for the Released Class Claims
19 based on work performed for McClarty Farms, LLC by Settlement Class Members on behalf of
20 Cardenas Brothers Ag, Inc.

21 19. Plaintiff and Aggrieved Employees, on behalf of themselves and their respective
22 past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
23 regardless of whether they opt out of the Settlement Class, will release and discharge the Released
24 Parties from all claims assertable under PAGA for civil penalties that were alleged based on facts
25 pled in the Action and the LWDA letters during the PAGA Period. Without limiting the
26 foregoing, Released PAGA Claims shall include all claims for civil penalties relating to: (a)
27 minimum wage violations; (b) failure to pay all overtime wages; (c) meal period violations
28

1 (including the failure to pay premiums at all or at the correct rate for any violation of meal period
2 obligations); (d) rest and recovery period violations (including the failure to pay premiums at all
3 or at the correct rate for any violation of rest and recovery period obligations pursuant to Labor
4 Code §226.2); (e) failure to provide accurate, itemize wage statements, (f) failure to keep accurate
5 records, and (g) failure to reimburse for necessary business expenses. Such Released PAGA
6 Claims shall include, but are not limited to, any civil penalty associated with violations of, or
7 any civil penalty arising under, arising under California Labor Code §§201-203, 204b, 205, 206,
8 210, 218, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
9 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698 et seq., 2699 et seq., and/or those
10 arising under the applicable Industrial Welfare Commission Wage Order(s) (including
11 subsections 3, 4, 7, 11, and 18 C.C.R. §11140). The release extends to the limits of the PAGA
12 Period. This Release is limited to liability for the Released PAGA Claims that arose for shifts
13 worked by Aggrieved Employees during the PAGA Period and in which Aggrieved Employees
14 performed work for McClarty Farms, LLC on behalf of Cardenas Brothers Ag, Inc. This Release
15 shall not be construed to extend to liability Cardenas Brothers Ag, Inc. may have to Aggrieved
16 Employees arising from shifts during which Aggrieved Employees performed work for
17 individuals or entities other than McClarty on behalf of Cardenas Brothers Ag, Inc. This
18 notwithstanding, McClarty Farms, LLC shall have no further liability to Aggrieved Employees
19 for the Released PAGA Claims based on work performed for McClarty by Aggrieved Employees
20 on behalf of Cardenas Brothers Ag, Inc.

21 Plaintiff and all Settlement Class Members who were employed by Cardenas Brothers
22 Ag, Inc. in California at any time from May 16, 2021 through December 31, 2021, will not have
23 the opportunity to opt out or object to the PAGA Amount, as described in section 7(D)(i) of the
24 Settlement, and/or release of PAGA claims set forth in the Settlement. Notwithstanding the
25 paragraphs above nor anything else in the Settlement, Plaintiff's waiver and release in the
26 Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including,
27 but not limited to, workers' compensation claims, pending or otherwise; and (ii) rights or claims
28

1 arising out of this Settlement.

2 20. The releases identified herein shall be null and void should the Settlement not be
3 fully funded.

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

11 22. The Settlement Class Members will be provided notice with their Participating
12 Member Payments that the Final Order and Judgment is posted on the landing page of the
13 Settlement Administrator's website. A copy of the Final Order and Judgment entered by the Court
14 shall be posted by the Settlement Administrator on the Settlement Administrator's website at
15 (sanchez-v-cardenas-brothers-ag.phoenixcases.com).

16 23. The Settlement Administrator shall file a declaration regarding the disbursement
17 of Settlement funds on or before 10/15/2024, and the date for the Final Report
18 (~~Nonappearance~~ ^{UPC}) Hearing shall be set for 10/29/2024 8:15am ^{D-8}. The declaration shall state
19 the date the checks were mailed, the total number of checks mailed to Settlement Class Members,
20 the average amount of those checks, the number of checks that remain uncashed, the total value
21 of those uncashed checks, and the nature and date of the disposition of those unclaimed funds.

22
23 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

24 Dated: 3/14, 2024


Honorable Valerie Chrissakis
Judge of the Superior Court

