

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

11/26/2024

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SANTA BARBARA**

11 **(UNLIMITED JURISDICTION)**

12
13 GENARO REYES VILLAGRA, on behalf of
14 himself and all others similarly situated, and the
15 general public, and as an “aggrieved employee”
16 on behalf of himself and other similarly situated
17 “aggrieved employees” under the Labor Code
18 Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 INNOVATIVE PRODUCE, INC., a California
20 corporation; and DOES 1–50, inclusive,

21 *Defendant(s).*

Case No.: 22CV02747

[Consolidated with 22CV02744]

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 7/18/2022

Hearing Date: ~~10/15/2024~~ 11/19/2024

Hearing Time: 9:00 a.m.

Hearing Dept: 2, The Honorable James
F. Rigali



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1 This matter came on for hearing on October 15, 2024 at 9:00 a.m. in Department 2 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action and PAGA
4 Settlement Agreement and Class Notice (the "Settlement") filed herewith which provides for a
5 Gross Settlement Amount ("GSA") of \$150,000.00 in compromise of all disputed claims on
6 behalf of current and former hourly, non-exempt employees employed by Defendant Innovative
7 Produce, Inc. ("Defendant") who worked in California during the Class Period. All capitalized
8 terms used herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior ruling granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to request exclusion, comment upon, or object to it or to any of its terms. Having
12 received and considered the Settlement, the supporting papers filed by the Parties, and the
13 evidence and argument received by the Court in conjunction with the motions for preliminary
14 and final approval of the Settlement, the Court grants final approval of the Settlement and
15 HEREBY ORDERS, ADJUDGES, DECREES, AND MAKES THE FOLLOWING
16 DETERMINATIONS:

17 1. The Court has jurisdiction over the subject matter of the Action and over all
18 Parties to the Action, including all Class Members who did not request to be excluded from the
19 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
20 Class Action Settlement of May 29, 2024, the Notice Packet was sent to each Class Member by
21 First Class U.S. mail. The Notice Packet informed Class Members of the terms of the Settlement,
22 their right to receive their proportional share of the Settlement, their right to request exclusion,
23 their right to comment upon or object to the Settlement, and their right to appear in person or by
24 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
25 Adequate periods of time were provided by each of these procedures. No member of the Class
26 presented written objections to the proposed Settlement as part of this notice process, stated an
27 intention to appear, or actually appeared at the final approval hearing.

28 2. For purposes of this Settlement, "Class" means all persons directly employed by
Defendant in California and classified as a non-exempt employee who worked during the Class
Period. Settlement, ¶ 1.5. The "Class Period" means the period of time from July 18, 2018,
through May 29, 2024. Settlement, ¶ 1.13.

3. The Court finds and determines that the notice procedure afforded adequate



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1 protections to Class Members and provides the basis for the Court to make an informed decision
2 regarding final approval of the Settlement based on the responses of Class Members. The Court
3 finds and determines that the notice provided in this case was the best notice practicable, which
4 satisfied the requirements of law and due process as to all persons entitled to such notice.

5 4. **Release by Plaintiff and Class Members.** All Participating Class Members and
6 all Aggrieved Employees (who shall not have the right to opt out) shall be bound by a release,
7 as of the Effective Date, of all claims alleged in the Operative Complaint or any of Plaintiff's
8 PAGA Notice(s), or which could have been alleged based on the facts alleged in the Operative
9 Complaint or any of Plaintiff's PAGA Notice(s), and which arose during the Class Period and
10 PAGA Period. The Released Class Claims shall include all claims alleged by Plaintiff in the
11 Operative Complaint, or which could have been alleged by Plaintiff in the Operative Complaint
12 based on the facts stated in the Operative Complaint, including any and all claims or causes of
13 action regarding unpaid wages, including but not limited to failure to pay minimum wages,
14 straight time wages, overtime compensation, and interest; failure to timely pay regular and final
15 wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums
16 at all or at the correct rate for any violation of meal and rest obligations; claims arising from
17 invalid meal period waivers; payment for all hours worked; wage statements and paystubs,
18 including wage statements and paystubs furnished or available in physical, electronic, or other
19 forms; failure to keep accurate records; unfair business practices related thereto; and any and all
20 related penalties, including recordkeeping penalties, wage statement penalties, minimum wage
21 penalties, waiting time penalties, and other statutory or civil penalties associated with any of the
22 foregoing. Such Released Class Claims shall include, but are not limited to those claims arising
23 under California Labor Code sections 201, 202, 203, 204, 204b, 207, 208, 210, 218.5, 218.6,
24 221, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
25 1197.1, 1198, 1199, 2698 *et seq.*, and 2699 *et seq.*, and/or those arising under the applicable
26 Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5,
27 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 14-
28 2001 [including the provisions of the California Code of Regulations codifying the applicable
Wage Order(s)]), 8 C.C.R. §3395, California Business Professions Code 17200 *et seq.*
(including, without limitation, §§17200 through 17208); the California Civil Code sections
3287, and 3289; California Code of Civil Procedure section 1021.5, and any related claims under
the claims under the provisions of the Fair Labor Standards Act (29 USC §§201, *et seq.*)



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1 (“Released Claims”). Any Non-Participating Class Member shall only be bound by claims for
2 civil penalties released under PAGA as provided in paragraph 6.3 of the Settlement and shall
3 not be deemed to release any individual claims for which recovery under PAGA is not permitted.
4 Settlement, ¶ 6.3.

5 5. Plaintiff and his respective former and present spouses, representatives, agents,
6 attorneys, heirs, administrators, successors, and assigns, as of the Effective Date, generally
7 release and discharge Released Parties from all claims, transactions, or occurrences that
8 occurred between or involving the parties through the date of Plaintiff’s execution of the
9 Settlement (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions
10 to enforce the Settlement, or to any claims for unemployment benefits, disability benefits, social
11 security benefits, or workers’ compensation benefits that arose at any time, or based on
12 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
13 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
14 be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all
15 respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.
16 Plaintiff understands and agrees that by signing the Settlement he has given up any and all legal
17 claims he has or may have against the Released Parties through his execution of his Settlement,
18 expressly including claims under the federal Age Discrimination in Employment Act
19 (“ADEA”). Plaintiff was advised to consult with legal counsel regarding the waiver contained
20 in the Settlement generally and specifically as to the waiver of claims under the ADEA. Plaintiff
21 understood and agreed that he had been advised in writing of his right to consult with an attorney
22 before signing the Settlement. Plaintiff had twenty-one (21) days to consider the Settlement,
23 although he could have signed it at any time prior to the expiration of the twenty-one (21) days.
24 Plaintiff could have revoked the Settlement at any time during the seven (7) days after he signed
25 the Settlement. The Settlement became effective once the seven (7) day revocation period had
26 passed. Settlement, ¶ 6.1.

27 6. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes
28 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
reads:

**A general release does not extend to claims that the creditor or
releasing party does not know or suspect to exist in his or her
favor at the time of executing the release, and that if known by**



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1 **him or her would have materially affected his or her settlement**
2 **with the debtor or Released Party.**

3 Settlement, ¶ 6.2.

4 7. The Parties agree that the non-publicity provision in paragraph 13.2 of the
5 Settlement does not apply to the PAGA portions of the Settlement, including but not limited to
6 sections 1.25, 1.28, 1.32, 1.33, 1.36, 1.42, 3.2.7, 3.2.8, 3.2.9, 6.3 and 9.

7 8. The Court further finds and determines that the terms of the Settlement are fair,
8 reasonable, and adequate, that the Settlement is ordered finally approved, and that all terms and
9 provisions of the Settlement, including the release of claims contained therein, should be and
10 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
11 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
12 Period, all Class Members are hereby deemed to have waived and released all Released Claims
13 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
14 as fully set forth in the Settlement. No objections were received by the Parties or the Court
15 through the date of this Final Order and Judgment. The Court finds that no Class Members
16 submitted a request for exclusion from the Settlement as determined by the Administrator.

17 9. The Court finds and determines that (a) the Individual Class Payment to be paid
18 to Participating Class Members and (b) the \$3,000.00 payment to the California Labor &
19 Workforce Development Agency (“LWDA”) for the PAGA penalty under the California Labor
20 Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699
21 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants final
22 approval to, and orders the payment of, those amounts be made to the Participating Class
23 Members and to the LWDA, in accordance with the terms of the Settlement.

24 10. The Court further grants final approval to and orders that the following payments
25 be made in accordance with the terms of the Settlement:

26 a. A Class Counsel Fees Payment in the amount of \$50,000.00 for
27 attorney’s fees and a Class Counsel Litigation Expenses Payment in the amount of \$4,353.12 to
28 Class Counsel;

b. \$10,000.00 as a Class Representative Service Payment payable to
Plaintiff Genaro Reyes Villagra for his service as the Class Representative;

c. \$10,000.00 as an Administration Expenses Payment payable to ILYM
Group, Inc. for its services as the Administrator;



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1 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA Penalties) to the
2 LWDA; and

3 e. Employer-side payroll taxes (to be paid in addition to the Gross
4 Settlement Amount by Defendant.

5 11. The settlement administration shall proceed as directed in the Settlement, and no
6 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
7 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
8 of all matters relating to the interpretation, administration, implementation, effectuation, and
9 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
10 of Court 3.769(h).

11 12. Within 60 calendar days of the Effective Date, Defendant shall deposit the
12 Settlement proceeds in an account designated by the Administrator: (i) the total amount of all
13 Individual Class Payments to Participating Class Members, (ii) the Court-approved Class
14 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, (iii) the Court-
15 approved Class Representative Service Payment, (iv) the Court-approved Administration
16 Expenses Payment, and (v) the payment to the LWDA. Defendant shall also pay its share of the
17 employer-side payroll taxes in addition to the GSA.

18 13. Defendant's payment of such sums shall be the sole financial obligation of
19 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,
20 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs, and
21 expenses.

22 14. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
23 one hundred and eighty (180) days from the date of each check's issuance to cash each
24 Settlement check. After the expiration of the 180-day period, on Defendant's behalf, the
25 Administrator shall remit any amounts from voided Settlement checks and otherwise unclaimed
26 payments (the "Residue"), plus interest on the Residue at the legal rate of interest from the date
27 of entry of the initial judgment, to the California Unclaimed Property Fund.

28 15. The Parties shall file a final accounting report by **June 24, 2025**. A
nonappearance case review regarding submission of a final report is scheduled for
July 29, 2025 at **8:30 a.m.** in Department 2.

16. Nothing in this Final Order and Judgment shall preclude any action to enforce
the Parties' obligations under the Settlement or hereunder, including the requirement that



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1 Defendant deposit funds for distribution by the Administrator to Participating Class Members
2 in accordance with the Settlement.

3 17. The Court hereby enters final Judgment in this case in accordance with the terms
4 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
5 and this Final Order and Judgment.

6 18. The Parties are hereby ordered to comply with the terms of the Settlement.

7 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
8 provided by the Settlement and this Final Order and Judgment.

9 20. The Settlement is not an admission by Defendant nor is this Final Order and
10 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
11 Defendant. Nothing in the Settlement is intended or should be construed as an admission by
12 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
13 has any liability for any claims asserted; nor should it be intended or construed as an admission
14 by Plaintiff that Defendant's defenses in the Action have merit. Class certification and
15 representative treatment are for purposes of the Settlement only. Defendant reserves the right to
16 contest certification of any class for any reasons, Defendant reserves all available defenses to
17 the claims in the Action, and Plaintiff reserves the right to move for class certification on any
18 grounds available and to contest Defendant's defenses. The Settlement and the Parties'
19 willingness to settle the Action shall have no bearing on, and shall not be admissible in
20 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement).
21 Settlement, ¶ 13.1.

22 21. This document shall constitute a Judgment for purposes of California Rule of
23 Court 3.769(h).

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 Date: 11/26/2024

26 
27 The Honorable James F. Rigali
28 Judge of the Superior Court



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