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8 Attorneys for Plaintiff MARIA DIAZ
As an individual on behalf of herself and
9 on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF KERN**
12

13 MARIA DIAZ, as an individual on behalf
14 of herself and on behalf of all others
similarly situated,

15
16 Plaintiff,

17 v.

18 CENTRAL VALLEY EGGS, LLC, a
19 Delaware Limited Liability Company; and
DOES 1-100, inclusive,
20

21 Defendants.
22

Case No.: BCV-22-102510

Assigned for All Purposes to:
Hon. Barnard C. Barmann, Jr.
Division H

NOTICE OF ENTRY OF ORDER

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on May 20, 2024, the Court entered its order granting,
3 Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and
4 Costs, and Judgment Thereon. A compliance hearing is hereby set for May 12, 2025, at 8:30 a.m. in
5 Division H of the Kern County Superior Court. A true copy of the Court's Order is attached hereto as
6 Exhibit A.
7

8
9 Dated: May 31, 2024

CROSNER LEGAL, PC

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11 By: 
12 Jamie K. Serb, Esq.
13 Sepideh Ardestani Esq.
14 Zachary M. Crosner, Esq.
15 Attorneys for Plaintiff,
16 MARIA DIAZ
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EXHIBIT

A

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Attorneys for Plaintiff MARIA DIAZ
as an individual on behalf of herself and
on behalf of all others similarly situated

FILED
KERN COUNTY SUPERIOR COURT
05/20/2024

BY Fogerson, Vickie
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

MARIA DIAZ, as an individual on behalf
of herself and on behalf of all others
similarly situated,

Plaintiff,

v.

CENTRAL VALLEY EGGS, LLC, a
Delaware Limited Liability Company; and
DOES 1-100, inclusive,

Defendants.

Case No.: BCV-22-102510

Assigned for All Purposes to:
Hon. Barnard C. Barmann, Jr.
Division H

~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON

Date: May 20, 2024
Time: 8:30 a.m.
Div.: H

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Sepideh Ardestani in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about January 9, 2024, is the product
9 of arms-length negotiations between the parties and the terms of the Settlement are fair,
10 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
11 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
12 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its January
14 12, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class is defined as all non-
16 exempt employees of defendant Central Valley Eggs, LLC ("CVE") employed in California at any
17 time between October 8, 2021 and August 30, 2023.

18 4. The Court adjudges Plaintiff and the Participating Class Members, and all
19 Aggrieved Employees, to have released and forever discharged the Released Parties (as defined in
20 the Settlement Agreement), from all claims alleged in the operative complaint, or which could
21 have been alleged based on the facts alleged in the operative complaint, and which arose during
22 the Class Period and PAGA Period. The Released Class Claims shall include all claims alleged by
23 Plaintiff in the operative complaint, or which could have been alleged by Plaintiff in the operative
24 complaint based on the facts stated in the operative complaint, including any and all claims or
25 causes of action regarding unpaid wages, including but not limited to failure to pay minimum
26 wages, straight time wages, overtime compensation, and interest; failure to timely pay regular and
27 final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay
28

1 premiums at all or at the correct rate for any violation of meal, rest, and recovery period
2 obligations; claims arising from invalid meal period waivers and on-duty meal period waivers;
3 payment for all hours worked; wage statements and paystubs, including wage statements and
4 paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate
5 records; failing to reimburse business expenses; paid sick leave or COVID-19 supplemental paid
6 sick leave; unfair business practices related thereto; and any and all related penalties, including
7 recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time
8 penalties, and other statutory or civil penalties associated with any of the foregoing. Such Released
9 Class Claims shall include, but are not limited to those claims arising under California Labor Code
10 sections 201, 202, 203, 204, 204b, 205.5, 206, 207, 208, 210, 218.5, 218.6, 221, 222, 222.5, 223,
11 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5,
12 248.6, 248.7, 400-410, 510, 512, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
13 1199, 2800, 2802, 2698 et seq., and 2699 et seq., and/or those arising under the applicable
14 Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7,
15 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order 14-2001
16 [including the provisions of the California Code of Regulations codifying the applicable Wage
17 Order(s)]), 8 C.C.R. §3395, California Business Professions Code 17200 et seq. (including,
18 without limitation, §§17200 through 17208); the California Civil Code sections 3287, and 3289;
19 California Code of Civil Procedure section 1021.5, and any related claims under the claims under
20 the provisions of the Fair Labor Standards Act (29 USC §§201, et seq.) (“Released Claims”). The
21 Parties intend that this release be construed as broadly as possible. The release excludes the release
22 of claims not permitted by law.

23 5. The Settlement Administrator is ordered to distribute to the Class Members their
24 respective individual Settlement Payments from the Net Settlement Amount as provided in the
25 Settlement Agreement. Funds attributable to uncashed checks that remain after the void date shall
26 be forwarded to the California State Controller’s Unclaimed Property Fund. No funds shall revert
27 to Defendant.
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1 6. The hourly rates claimed by Class Counsel Crosner Legal, P.C. are reasonable,
2 appropriate, and consistent with the rates charged in California for attorneys with similar
3 qualifications, skill, and experience in wage and hour class action litigation. The hours expended
4 by Class Counsel on the litigation are reasonable. Further, the costs incurred by Class Counsel
5 were reasonable and necessary for the successful prosecution of the case. Accordingly, the Court
6 approves Class Counsel's request for an award of attorney's fees in the amount of \$41,666.66 and
7 an award of costs and expenses in the amount of \$12,815.18. Such amounts shall be paid as
8 provided in the Settlement Agreement.

9 7. The request for a service awards to Plaintiff and Class Representative Maria Diaz
10 in the amount of \$5,000.00 is reasonable given the risks Plaintiff assumed and the amount of time
11 Plaintiff spent assisting with prosecuting the case. The requested amounts also is within the range
12 of reasonableness for such awards approved in other cases. Accordingly, the Court approves the
13 request for a service payment to Maria Diaz in the amount of \$5,000.00, and the Settlement
14 Administrator is ordered to make such payment consistent with the terms of the Settlement
15 Agreement.

16 8. The Court finds and determines payment to the California Labor & Workforce
17 Development Agency of \$7,500.00 as its share of the settlement of civil penalties under the
18 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
19 and reasonable. The Court hereby finally approves said payment and orders the payment be made
20 per the terms of the Settlement Agreement.

21 9. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.,
22 shall be paid from the Gross Settlement Amount and, as set forth in the Declaration of Jennifer
23 Beliveau, the Settlement Administrator is owed \$16,897.00 for services rendered and to be
24 rendered in administering the settlement. The Court finds good cause exists for the increase in
25 settlement administration costs under Section 3.2.3 of the Settlement Agreement. The Court
26 therefore orders that Simpluris, Inc. be paid the amount of \$16,897.00 from the Gross Settlement
27 Amount consistent with the terms of the Settlement Agreement.

1 10. A compliance hearing is set for May 12, 2025, at 8:30 a.m., in Division H of the
2 Kern County Superior Court. The parties are ordered to file a joint compliance statement no later
3 than five (5) court days before the compliance hearing.

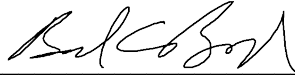
4 11. Under California Rule of Court 3.769(h), without affecting the finality of this Order
5 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
6 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
7 contemplated becomes effective and each and every act agreed to be performed by the parties has
8 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
9 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
10 construction, and interpretation of the Settlement Agreement.

11 12. Neither this Order and Judgment nor the Settlement Agreement upon which it is
12 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
13 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action
14 or a determination of any wrongdoing by any party. The final approval of the parties' settlement
15 will not constitute any opinion, position or determination of this Court as to the merits of the
16 claims or defenses of any party.

17 13. Judgment is hereby entered as follows: Plaintiff Maria Diaz and the Participating
18 Class Members, consisting all non-exempt employees of CVE employed in California at any time
19 between October 8, 2021 and August 30, 2023, who have not otherwise opted out, shall take
20 nothing from CVE, except as set forth in the Settlement Agreement. The Court shall retain
21 jurisdiction over the parties to interpret, implement and enforce this Judgment.

22 **IT IS SO ORDERED.**

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24
25 Dated: May 20, 2024



Judge of the Superior Court
Bernard C. Barmann, Jr.
Signed: 5/20/2024 09:17 AM

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PROOF OF SERVICE
Maria Diaz v. Central Valley Eggs, LLC
Kern County Superior Court Case No. BCV-22-102510

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 49440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On May 31, 2024, I served true copies of the following document(s) described as

NOTICE OF ENTRY OF ORDER

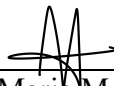
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 31, 2024, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

Maria Diaz v. Central Valley Eggs, LLC

Kern County Superior Court Case No. BCV-22-102510

Christopher M. Rusca

SAGASER, WATKINS & WIELAND PC

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chris@sw2law.com

Attorney for Defendants

CENTRAL VALLEY EGGS, LLC