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FILED
4/08/2025

FRESNO COUNTY SUPERIOR COURT
By rayala DEPUTY

RECEIVED
4/2/2025 10:19 AM
FRESNO COUNTY SUPERIOR COURT
By: Maria Lopez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

ANTHONY BECERRA RIOS, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

ORO LOMA PROCESSING, LP, et. al., a
limited partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CECG02992

[Hon. Lisa Gamoian, Dept. 403]

CLASS AND REPRESENTATIVE ACTION

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 2, 2025
Time: 3:27 p.m.
Courtroom: 403
Judge: Hon. Lisa Gamoian

Action Filed: September 20, 2022
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff's Motion for Final Approval of the proposed settlement of this action is on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement" or "Settlement"). (*See* Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement and the Notice, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive, arms-length negotiations. The Court further finds that Plaintiff and Defendant, collectively, the "Parties", have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the revised Gross Settlement Amount and monetary terms, including all *requested* awards, are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$300,000.00 (employer-side taxes separate)
Settlement Administration (flat rate)	\$6,000.00
Requested Attorney's Fees	\$51,953.00
Requested Attorney's Costs (not to exceed)	\$15,000.00
PAGA Penalty Allocation	\$24,000.00
Plaintiff's Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$195,547.00

1 The amounts awarded by the Court are set forth below.

2 4. The Parties' Settlement is granted final approval as it meets the criteria for final
3 settlement approval. In granting final approval of the class and representative action settlement, the
4 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
5 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
6 *Cases*, 135 Cal. App. 4th 706 (2006). The Court finds that the terms of the proposed class and
7 representative action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil
8 Procedure § 382. The settlement falls within the range of possible approval as fair, adequate and
9 reasonable; appears to be the product of arm's-length and informed negotiations; and treats all Class
10 Members fairly. The Settlement Class meets the requirements for conditional certification for settlement
11 purposes only under Code of Civil Procedure § 382.

12 5. The Class Notice provided to the Settlement Class conforms with the requirements of
13 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
14 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
15 under the circumstances, by providing individual notice to all Class Members who could be identified
16 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
17 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements
18 of due process.

19 6. The following persons are certified as Class Members solely for the purpose of entering
20 a settlement in this matter:

21 All persons employed by Defendant as hourly-paid employees in the State of California
22 during the Class Period. (the "Class Period" is the period from September 20, 2018,
23 through July 5, 2024). "Participating Class Member" means a Class Member who does
not submit a valid and timely Request for Exclusion from the Class portion of the
Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

24 All Class Members are Participating Class Members and are bound by the Final Approval Order and
25 Judgment in the Action.

26 7. Plaintiff Anthony Becerra Rios ("Plaintiff") is appointed as the Class Representative.

27 8. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and
28 hour class action litigation and have no conflicts of interest with absent Class Members, and that they

adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Sandy Pham, of Moon Law Group, PC, are appointed Class Counsel.

9. All Class Members who worked at any time between September 20, 2018, through July 5, 2024, are “Aggrieved Employees” for purposes of distributing the \$6,000.00 as Individual PAGA Payments. Class Members cannot opt out of the release of the PAGA claims and will therefore receive a share of the \$6,000.00, irrespective of whether they are Participating Class Members.

10. The Court appoints Phoenix Settlement Administrators to act as the Settlement Administrator (“Settlement Administrator”), pursuant to the terms set forth in the Agreement.

11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and this Final Approval Order.

12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class Member, and in recognition of the Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of **\$7,500.00**.

13. The Court approves the payment of attorneys’ fees to Class Counsel in the total amount of **\$51,953.00**. Litigation expenses in the amount of **\$15,000.00** to Class Counsel are approved by the Court.

14. The Court approves and orders payment in the amount of **\$6,000.00** to Phoenix Settlement Administrators, for performance of its services as the Settlement Administrator.

15. Upon completion of administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

16. The Court sets a ~~non-appearance~~ case review regarding compliance with all fund distribution requirements under the Settlement for October 15, 2025, at 3:30, in Dept. 403 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later than September 19, 2025.

1 17. The Court approves and orders payment in the amount of \$18,000.00 to the Labor and
2 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
3 General Act of 2004 (Labor Code § 2698 *et seq.*).

4 18. Once Defendant Oro Loma Processing, LP (“Defendant”) fully funds the Settlement by
5 paying all amounts due under the Agreement and this Order, the Class Representative and each Putative
6 Class Member will release Class claims as follows:

7 All Participating Class Members will be bound by a release of all claims against the
8 Released Parties as follows: all claims, causes of action and factual or legal theories that
9 were alleged on behalf of Settlement Class Members in the Action, or reasonably could
 have been alleged based on the facts and legal theories contained in the Operative
 Complaint or any subsequent complaint.

10 19. Once Defendant fully funds the Settlement by paying all amounts due under the
11 Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

12 Plaintiff and the State of California, and anyone purporting to act on its behalf, will
13 release all claims for civil penalties under PAGA, based on the facts and Labor Code
14 sections that were alleged or reasonably could have been alleged in Plaintiff’s PAGA
 letter and the Operative Complaint.

15 20. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
16 pursuant to Labor Code § 2699(l)(3).

17 21. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
18 in the Settlement Agreement.

19 22. The Court retains jurisdiction to consider all further applications arising out of or in
20 connection with the settlement.

21 23. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall
22 give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by
23 posting it on its website.

24 **IT IS SO ORDERED.**

25
26 Dated: 4/8/2025



Hon. Lisa Gamoian
FRESNO SUPERIOR COURT JUDGE