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GUADALUPE HERNANDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

GUADALUPE HERNANDEZ, on behalf of
himself, and all others similarly situated,

Plaintiff,

v.

AUTOMATED HARVESTING, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No: 22CV002717

REPRESENTATIVE ACTION

**REVISED [PROPOSED] ORDER
GRANTING MOTIONS FOR AN ORDER
APPROVING SETTLEMENT OF PAGA
ACTION AND DISMISSING ACTION
WITH PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS' FEES,
COSTS, ENHANCEMENT PAYMENT,
AND SETTLEMENT ADMINISTRATION
FEES**

[Assigned for all purposes to The Honorable
Thomas A. Wills, Dept. 15]

Date: December 15, 2023
Time: 8:30 a.m.
Dept. 15

Complaint filed: September 13, 2022
FAC Filed: November 15, 2022

1 The Motions for an Order Approving Settlement of PAGA Action and Dismissing Action
2 with Prejudice, and for an Order Awarding Attorneys’ Fees and Costs, Enhancement Payment
3 and Settlement Administration Fees, filed by Guadalupe Hernandez (“Plaintiff”) came on for
4 hearing regularly on _____, 2023 in the above captioned Court, the Honorable Thomas A.
5 Wills presiding. All parties appeared by counsel of record. The above-captioned action (“Action”)
6 is a Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, (“PAGA”),
7 representative action brought by Plaintiff against Automated Harvesting, LLC (“Defendant”).

8 Having fully considered the motion papers filed, the Declarations of Robert Spencer and
9 Guadalupe Hernandez, the Supplemental Declaration of Robert Spencer, the parties’ “Labor Code
10 Private Attorneys General Settlement Agreement” (“Settlement Agreement”), and the arguments
11 of counsel, and with GOOD CAUSE APPEARING, the Court hereby ORDERS, ADJUDGES
12 AND DECREES AS FOLLOWS:

13 1. This Court has jurisdiction over the subject matter of the Action and over the
14 Parties to the Action.

15 2. The settlement was entered into in good faith, the settlement is fair, reasonable and
16 adequate under the circumstances, and Plaintiff, by and through his counsel, has satisfied the
17 standards and applicable requirements for approval of a settlement of a claim brought under
18 PAGA.

19 3. Plaintiff has provided the Labor and Workforce Development Agency (“LWDA”)
20 with the required notice as to the terms of the settlement and the LWDA has not objected to the
21 terms of the settlement.

22 4. All capitalized terms used herein shall have the same meanings as given to them in
23 the Settlement Agreement.

24 5. The Court approves the Parties’ selection of Simpluris, Inc. (“Simpluris”) as the
25 Settlement Administrator for this action.

26 6. Defendant shall fund the \$400,000 Settlement Amount by making a payment to
27 Simpluris on the schedule set forth in the Settlement Agreement.
28

1 7. Pursuant to the terms of the Settlement Agreement, Labor Code § 2699(g)(1), and
2 the authorities, evidence, and arguments set forth in Plaintiff's Motion for an Order Awarding
3 Attorneys' Fees, Costs, Enhancement Payment, and Settlement Administration Fees, an award of
4 attorneys' fees in the amount of \$106,700 and costs in the amount of \$15,000 as final payment for
5 and complete satisfaction of any and all attorneys' fees and costs owed to Plaintiff's Counsel is
6 hereby granted. The payment of attorneys' fees and costs to Plaintiff's Counsel shall be made in
7 accordance with the terms of the Settlement Agreement.

8 8. The Court hereby approves an enhancement award to Plaintiff Hernandez in the
9 amount of \$5,000. The payment of the enhancement award to Plaintiff shall be made in
10 accordance with the terms of the Settlement Agreement.

11 9. The Court approves the payment of \$6,500 from the Settlement Amount to
12 Simpluris for settlement administration services in this matter. If actual administrative costs are
13 less than the parties' estimation, the difference will be included in the Net Settlement Amount.
14 Any charges and expenses greater than the allocated \$6,500 amount will come from the
15 Settlement Amount. The payment of the settlement administration fees awarded to Simpluris
16 shall be made in accordance with the terms of the Settlement Agreement.

17 10. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
18 claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75% of
19 the final Net Settlement Amount (*i.e.*, the \$400,000.00 Settlement Amount minus the amounts
20 paid for attorneys' fees and costs, Plaintiff's enhancement award, and the Settlement
21 Administrator's fees) shall be paid to the LWDA in accordance with the terms of the Settlement
22 Agreement. The remaining 25% of the Net Settlement Amount shall be distributed to the PAGA
23 Group in accordance with the terms of the Settlement Agreement.

24 11. The Court approves the form of notice to members of the PAGA Group attached to
25 the Settlement Agreement as Exhibit A and directs the Parties to ensure that notice is distributed
26 to the members of the PAGA Group along with the settlement checks to be sent to each member
27 of the PAGA Group, as calculated in accordance with the terms of the Settlement Agreement.
28

12. Each settlement check mailed to a member of the PAGA Group shall be valid for 180 days from the date of issuance in accordance with the Settlement Agreement. At the end of that 180-day period, the monies represented by the check shall be turned over according to the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed Individual Settlement Payment was drafted.

13. The Court hereby schedules a compliance hearing for _____ in Department ____ at _____ a.m. At the compliance hearing, the Court will examine the whether all funds have been disbursed, including any funds transferred to Unclaimed Property Fund. Plaintiff shall submit a compliance report 15 days ahead of the compliance hearing, any supporting declarations, and a proposed order dismissing this action in accordance with the terms of the settlement agreement.

14. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement, is an admission of liability by the Released Parties, nor is the Court's instant Order a finding as to the validity of any claims in the Action or of any wrongdoing by the Released Parties.

15. This Court shall retain exclusive and continuing jurisdiction over the Action and the Parties for purposes of enforcing and interpreting this Order, the Settlement Agreement, and the settlement funding and distribution process.

IT IS SO ORDERED.

Dated: _____, 2023

HON. THOMAS A. WILLS
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

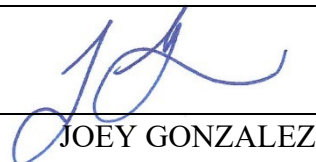
I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On December 6, 2023, in the case *Hernandez v. Automated Harvesting, LLC, et al.*, Monterey County Superior Court Case Number 22CV002717, I served the foregoing document(s):

REVISED [PROPOSED] ORDER GRANTING MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES, COSTS, SERVICE PAYMENT, AND SETTLEMENT ADMINISTRATION EXPENSES

on the interested party(ies) below, using the following means:

Andrew Levin andy.levin@ogletree.com Michael Wilson michael.wilson@ogletree.com Patricia Hernandez patricia.hernandez@ogletree.com Cheyenne Camarena Cheyenne.camarena@ogletree.com Diane Cooke diane.cooke@ogletree.com OGLETREE DEAKINS Esplanade Center III 2415 East Camelback Road, Suite 800 Phoenix, AZ 85016 Telephone: 602-778-3711	<i>Attorneys for Defendant</i> AUTOMATED HARVESTING, LLC
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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ