

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF KINGS
1640 Kings County Drive
Hanford, CA 93230

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JUL 17 2024

NOCONA SOBOLESKI CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS

KG DEPUTY
Kaya Godinez

Jaime Santiago Vasquez; et.al.,
Plaintiff / Petitioner,
VS.
PJ Farm Labor, Inc.,
Defendant / Respondent.

Case No. 22C-0382

Certificate of Mailing

I hereby declare under penalty of perjury that I am employed by the Kings County Superior Court, over the age of 18 and not a party to this action.

On July 17, 2024, I served the following, Order Granting Final Approval of Class Action Settlement and entering Judgment, by enclosing a true copy in a sealed envelope, and deposited at my place of business for collection and mailing with United States Mail at Hanford, California, following our ordinary business practices with which I am readily familiar addressed as follows:

Eric Bryce Kingsley
Liane Katzenstein Ly
16133 Ventura Blvd Ste 1200
ENCINO, CA 91436

James Daniel Miller
PO Box 28100
Fresno, CA 93729

Mark D Kruthers
Fennemore Dowling Aaron LLP
8080 N Palm Ave 3FL
Fresno, CA 93729

Erika Rascon
PO Box 29
Tulare, CA 93275

Date: July 17, 2024

Nocona Soboleski, Court Executive Officer

By:

Kaya Godinez
Deputy Court Clerk, Kaya Godinez

KINGSLEY SZAMET & LY
ERIC B. KINGSLEY, Esq. (SBN 185123)
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Edgar Aguila-socho, Esq. (SBN-285567)
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MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
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Attorneys for Plaintiffs and the proposed class

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

JAIME SANTIAGO VASQUEZ; ANTONIA
BLANCO; GRACIELA BLANCO; ELOISA
CASTRO; TOMAS CERVANTES AKA
GUADALUPE CERVANTES; as individuals,
on behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

PJ FARM LABOR, INC.; CLARKLIND
FARMS; FORTUNE & SONS INC.; AND
MATTOS AND SONS DAIRY; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 22C-0382

[Case Assigned for All Purposes to Hon.
Valeria R. Chrissakis in Dept. 8]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT

Date: July 17, 2024
Time: 8:15 AM
Dept.: 8

Complaint Filed: October 28, 2022
FAC Filed: January 6, 2023
Trial Date: None Set

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

2 The above captioned Action is a class and representative action lawsuit brought by
3 Plaintiffs JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO;
4 ELOISA CASTRO; and TOMAS CERVANTES AKA GUADALUPE CERVANTES ("Class
5 Representatives" or "Plaintiffs") against Defendants PJ FARM LABOR, INC.; CLARKLIND
6 FARMS; FORTUNE & SONS INC.; AND MATTOS AND SONS DAIRY. ("Defendants"). The
7 Motion for Final Approval of Class Action Settlement came before this Court, on July 17, 2024.

8 **WHEREAS**, Judge Valerie Chrissakis granted preliminary approval of the Class Action
9 and PAGA Settlement Agreement and Release ("Agreement"), attached to the concurrently-filed
10 Declaration of Liane Katzenstein Ly as Exhibit "1", on February 5, 2024.

11 **WHEREAS**, Plaintiffs have applied to the Court for an order granting final approval of
12 the Agreement.

13 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
14 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
15 Court having read and considered Plaintiff's Motion for Final Approval of Class Action
16 Settlement; Motion for Approval of Attorneys' Fees and Costs; the Declarations of Liane
17 Katzenstein Ly, Mario Martinez, Jaime Santiago Vasquez, Antonio Blanco, Graciela Blanco,
18 Eloisa Castro, Tomas Cervantes aka Guadalupe Cervantes, and Jonathan Paul of Xpand Legal; and
19 the supporting documents annexed thereto, now finds:

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

21 1. The Court has personal jurisdiction over all Settlement Class Members and that the
22 Court has subject matter jurisdiction to approve the Agreement;

23 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
24 in compliance with California Code of Civil Procedure, the California and United States
25 Constitutions (including the due process clauses), the California Rules of Court and any other
26 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
27 and is hereby finally approved in all respects.

28 3. The Parties are hereby directed to perform the terms of the Settlement as described

1 in the Agreement according to its terms and provisions.

2 4. The Agreement is binding on Plaintiffs and all other Settlement Class Members,
3 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors
4 and administrators, successors and assigns.

5 5. There are zero (0) valid requests for exclusion.

6 6. There are no objectors to the Agreement.

7 7. It is ordered that the Class is certified for settlement purposes only. The Court
8 finds that an ascertainable class exists and a well-defined community of interest exists in the
9 questions of law and fact involved because in the context of the Agreement: (i) there are questions
10 of law and fact common to the Settlement Class Members which, as to the Agreement and all
11 related matters, predominate over any individual questions; (ii) the Claims of Plaintiffs are typical
12 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
13 implementing the Agreement, Plaintiffs and Plaintiffs' Attorneys have fairly and adequately
14 represented and protected the interest of the Settlement Class Members.

15 8. The Court finds that the Notice and notice methodology implemented pursuant to
16 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
17 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
18 pendency of the Action, their right to object to or exclude themselves from the proposed
19 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
20 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
21 met all applicable requirements of the California Code of Civil Procedure, the California and
22 United States Constitution (including the Due Process Clause), the California Rules of Court and
23 any other applicable law.

24 9. The Class is hereby made final. The Class is defined as:

25 "all current and former non-exempt agricultural workers employed
26 by Defendant PJ FARM LABOR, INC. who performed labor on an
27 hourly or piece rate basis for the benefit of Defendants
28 CLARKLIND FARMS, FORTUNE & SONS, INC., and/or
MATTOS AND SONS DAIRY, LLC in the state of California from
October 28, 2018 through September 24, 2023." (the "Class" or

“Settlement Class Members”).

10. The “Class Settlement Period” is October 28, 2018, to September 24, 2023.

11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are defined as: “all of Defendants’ current and former non-exempt agricultural workers who performed labor on an hourly or piece-rate basis for Defendants in the state of California from October 28, 2021 through September 24, 2023.”

12. The “PAGA Settlement Period” is October 28, 2021, through September 24, 2023.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiffs and each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides: “all claims, demands, liabilities, damages, attorney’s fees, costs, and penalties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, unpaid reimbursements and expenses, wage statement violations, and separation pay violations (collectively, the “Released Class Claims”) during the Class Settlement Period..”

15. Pursuant to the Agreement, Plaintiffs and each Non-Participating Class Member who are Aggrieved Employees shall fully release and discharge the Release parties pursuant to the following release: “all Non Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the

1 facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the
2 Action including, any and all claims involving any alleged failure to pay unpaid wages, minimum
3 wages, regular wages, overtime wages, unpaid reimbursements and expenses, wage statement
4 violations, and separation pay violations; (collectively, the "Released PAGA Claims") during the
5 PAGA Settlement Period."

6 16. Plaintiffs and all Settlement Class Members who have not been timely and properly
7 excluded from the Class, and any person acting on their behalf, are permanently barred and
8 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
9 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
10 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
11 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
12 Members into a separate class for purposes of pursuing as a purported class action (including by
13 seeking to amend a pending complaint to include class allegations, or by seeking class certification
14 in a pending action) any lawsuit based on or relating to the Released Claims;

15 17. The Agreement provides that the Gross Settlement Amount is six hundred and fifty
16 thousand dollars and zero cents (\$650,000.00). The Net Settlement Amount shall be determined
17 according to the terms of the Agreement.

18 18. The Court orders the calculations and the payments to be made and administered in
19 accordance with the terms of the Agreement.

20 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
21 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
22 Kingsley Szamet & Ly, formerly known as Kingsley & Kingsley, APC and Martinez Aguila-socho
23 Law, Inc. as Class Counsel in the Action.

24 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
25 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
26 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$216,666.67
27 shall be paid for attorney fees and \$9,138.37 shall be paid for litigation costs.

28 21. The unopposed application of Class Counsel for an enhancement payment to

1 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$25,000.00 Class Representative
2 Enhancement Payment shall be allocated to Class Representatives Jaime Santiago Vasquez;
3 Antonia Blanco; Graciela Blanco; Eloisa Castro; and Tomas Cervantes aka Guadalupe Cervantes,
4 in the amount of \$5,000.00 to each Class Representative.

5 22. The unopposed application of Class Counsel for claims administration fees to
6 Xpand Legal is hereby granted. Of the Gross Settlement Amount, ~~\$12,000.00~~ ^{\$11,500.00} shall be paid for
7 settlement administration fees.

8 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

10 24. The Court approves the PAGA Penalties in the amount of \$15,000.00. The Court
11 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
12 Agency ("LWDA") in the amount of \$11,250.00. The Court further directs that the remaining
13 25% of the PAGA Penalties, in the amount of \$3,750.00 shall be allocated to the Individual PAGA
14 Payments.

15 25. If a Settlement Class Member does not cash his or her settlement check by the void
16 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office
17 of the Controller in the name of the class member who did not cash his or her Individual Class
18 Payment check.

19 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
20 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

21 27. The Court hereby grants and authorizes the Parties, without further approval from
22 the Court, to agree to and to adopt such amendments, modifications and expansions of this
23 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
24 do not limit the rights of Settlement Class Members under the Stipulation.

25 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
26 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
27 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
28 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction

1 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
2 Settlement. Any disputes or controversies arising with respect to the interpretation,
3 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
4 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
5 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

6 29. This Final Order shall constitute a final judgment.

7
8 DATED: July 17, 2024

Valerie P. Chrissakis
JUDGE OF THE SUPERIOR COURT

9
10 NOTICE: Post-Settlement Status Conference on: 4/30/2025 8:15 a.m. in D-8.
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1 (PROOF OF SERVICE)
2 [CCP 1013(a)(3)]
3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On June 24, 2024, I served all interested parties in this action the following documents
8 described as: [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
9 ACTION SETTLEMENT AND ENTERING JUDGMENT by placing a true copy thereof
10 enclosed in a sealed envelope addressed as follows:

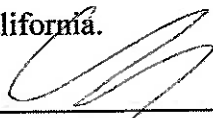
11 (PROOF OF SERVICE LIST CONTINUED ON NEXT PAGE)

12 [XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be
13 electronically filed using the Labor and Workforce Development Agency Electronic Filing
14 ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means
15 by transmittal of the documents referenced herein on the EF System.

16 [XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the
17 persons at the e-mail address(es) listed on the attached service list. I did not receive, within
18 a reasonable time after the transmission, any electronic message or other indication that the
19 transmission was unsuccessful. A pdf copy of which was sent via email to the below email
20 address(es).

21 [XX] (STATE) I declare under penalty of perjury under the laws of the State of California that
22 the above is true and correct.

23 Executed on June 24, 2024, at Woodland Hills, California.

24 
25 _____
26 Michelle Tanzer
27
28

PROOF OF SERVICE LIST
JAIME SANTIAGO VASQUEZ ET AL. V. PJ FARM LABOR, INC. ET AL.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
Case No. 22C-0382

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