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Attorneys for Plaintiff and all aggrieved employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA COOK DIVISION

JUDITH ZARATE CRUZ, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

TRI-VALLEY VEGETABLE
HARVESTING, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No. 23CV00015

[Case Assigned for All Purposes to Hon James
F. Rigali in Dept. SM2]

[PROPOSED] JUDGMENT AND ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE

Date: January 21, 2025
Time: 8:30 A.M.
Dept.: SM 2

Complaint Filed: January 3, 2023
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Having considered the Parties' Private Attorneys General Act Settlement Agreement and
3 Release ("Settlement Agreement");¹ the documents and evidence presented in support thereof;
4 and recognizing the disputed factual and legal issues involved in this case; the risks of further
5 prosecution, the substantial benefits to be received by the State of California and the Aggrieved
6 Employees pursuant to the Settlement Agreement; and the fair, reasonable, and adequate nature
7 of the settlement obtained as a result of good faith arm's-length negotiations between the Parties,
8 the Court hereby makes a final ruling that the Settlement Agreement is approved pursuant to
9 Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS
10 Approval of the Settlement of Claims under the Private Attorneys General Act, and ORDERS as
11 follows:

12 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
13 employees of Defendant Tri-Valley Vegetable Harvesting, Inc. ("Tri-Valley") who were employed
14 in California at any time during the PAGA Period. The "PAGA Period" means the time period from
15 October 28, 2021, through the date of this Order.

16 2. The Court hereby approves the settlement as set forth in the Settlement Agreement
17 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
18 according to its terms.

19 3. Tri-Valley shall fund the Maximum Settlement Amount of \$187,000.00 with the
20 Settlement Administrator pursuant to the payment schedule set forth in the Settlement Agreement.

21 4. The Court hereby approves, as to form and content, the Explanatory Letter submitted
22 by the parties and included as Exhibit A to the Settlement Agreement.

23 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
24 Administrator.

25 6. Within thirty (30) calendar days of this Order, Tri-Valley shall provide the Settlement
26 Administrator with a list containing the Aggrieved Employees' full names, last known mailing
27

28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement,
which is attached as Exhibit 1 to the Declaration of Liane Katzenstein Ly.

addresses, number of pay periods during the PAGA Period during which each Aggrieved Employee was engaged as an hourly and/or piece-rate employee in California for Tri-Valley, and Social Security numbers to the extent available from Tri-Valley's records, pursuant to the terms of the Settlement Agreement.

7. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) calendar days of receipt of the Maximum Settlement Amount being fully funded, pursuant to the terms of the Settlement Agreement.

8. The Court finds that attorneys' fees in the amount of 1/3 of the Maximum Settlement Amount (\$62,333.33) for Plaintiff's Counsel, and reimbursement of litigation costs up to \$16,000.00 to Plaintiff's Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

9. The Court orders that the Settlement Administrator shall be paid up to \$8,000.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

10. The Court finds that the requested Service Enhancement Award of \$5,000.00 to Plaintiff Judith Zarate Cruz is fair, adequate, and reasonable in recognition of the unique contributions she has made and the risks she undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Ernest Winters as provided for in the Settlement Agreement.

11. The Court approves the scope of the release as set forth in the Settlement Agreement. Following entry of this Judgment and Order, and the Maximum Settlement Amount being fully funded, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action and/or the PAGA Notice ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 226, 226.2, 226.3, 226.7, 510, 512, 1194, 1194.2, 1198.5, 1199, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations),

1 and claims for attorneys' fees, costs, or interest resulting therefrom. Upon entry of this Judgment
2 and Order, and the Maximum Settlement Amount being fully funded, Plaintiff, all Aggrieved
3 Employees, and the State of California will be forever barred from pursuing against Defendant and
4 the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial
5 Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could
6 have been alleged in the PAGA Action and/or the PAGA Notice with respect to the Aggrieved
7 Employees. The terms of the Settlement Agreement, and this Judgment and Order, shall be binding
8 on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs,
9 executors and administrators, successors and assigns, and any other persons or entities acting on their
10 behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all
11 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
12 persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set
13 forth in the Agreement.

14 12. Upon entry of this Order, the Court hereby enters Judgment, with prejudice, for the
15 reasons described above and in accordance with the terms of the Settlement Agreement. Except as
16 otherwise provided in the Settlement Agreement, all Parties shall bear their own attorneys' fees,
17 costs, and expenses incurred by them in, or arising out of, the lawsuit, and shall not seek
18 reimbursement thereof from the Released Parties. Upon entry of this Judgment and Order, the Court
19 permanently enjoins and forever bars Plaintiff and the Aggrieved Employees from instituting or
20 prosecuting any of the Released Claims against the Released Parties that were resolved as part of the
21 Settlement Agreement, except as may be required to enforce the terms of the Settlement Agreement.
22 Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction
23 for purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement
24 Agreement (ii) settlement-administration matters, and (iii) such post-approval matters as may be
25 appropriate under court rules or as set forth in the Settlement Agreement.

26 13. Neither this Order nor the Settlement Agreement (or any other document referred to
27 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
28 admission of liability or fault by Tri-Valley or the Released Parties, or a finding as to the validity of

1 any claims in the PAGA Action or of any wrongdoing or violation of law that is otherwise alleged,
2 or could have been alleged, against Tri-Valley or the Released Parties. The Settlement Agreement
3 is not a concession by the Parties, and, to the extent permitted by law, neither the Settlement
4 Agreement, on the one hand, nor this Judgment and Order, on the other hand—nor any of their
5 respective terms or provisions, nor any of the negotiations or proceedings connected with them—
6 shall be offered as evidence or received in evidence in any pending or future civil, criminal, or
7 administrative action or proceeding to establish any liability of, or admission by, the Released
8 Parties. Notwithstanding the foregoing, nothing in this Judgment and Order shall be interpreted as
9 prohibiting the use of this Judgment and Order in a proceeding to consummate or enforce the
10 Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of
11 claims in any other proceeding, or as otherwise required by law. This Judgment and Order, on the
12 one hand, and the Settlement Agreement, on the other hand, may be filed in any action by Tri-Valley
13 or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-
14 faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
15 preclusion, issue preclusion, or similar defense or counterclaim.

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

17
18 Dated: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On December 5, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] JUDGMENT AND ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

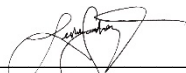
Rafael Gonzalez
rgonzalez@mullenlaw.com
Brian T. Daly
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Christina M. Behrman
Cbehrman@mullenlaw.com
Sean T. Stratford-Jones
Sstratford-jones@mullenlaw.com
MULLEN & HENZEL LLP
112 E Victoria St.
Santa Barbara, CA 93101

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

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

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

Executed on December 5, 2024, at Chino, California.



Leslie Sanchez