

eFile 7/16/24 EB

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Attorneys for Plaintiff, Jose A. Mendoza, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF NAPA

JOSE A. MENDOZA, individually and on behalf
of other individuals similarly situated,

Plaintiff,

v.

T AND M AGRICULTURAL SERVICES LLC,
a California limited liability company; T & M
VINEYARD SERVICE, entity unknown; and
DOES 1 through 100, inclusive

Defendants.

CASE NO. 22CV001471

~~[Assigned to Hon. Scott R. L. Young, Dept. B]~~

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

FILED

JUL 18 2024

Clerk of the Napa Superior Court
By: [Signature]
Deputy

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

2 This matter came on for hearing on July 9, 2024, upon the Motion for Final Approval of the
3 proposed settlement ("Settlement") of this action on the terms set forth in the CLASS ACTION AND
4 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement") *see* Declaration of
5 Marcus J. Bradley in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative
6 Action Settlement ["Bradley Decl."], at Exh. 1).

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

10 1. To the extent defined in the Agreement, incorporated herein by reference, the terms in this
11 Order shall have the meanings set forth therein.

12 2. The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
13 and adequate, pursuant to California Code of Civil Procedure § 382. In granting final approval of the class
14 action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App.
15 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re*
16 *Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

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

23 4. The parties' Settlement is granted final approval as it meets the criteria for final settlement
24 approval. The settlement falls within the range of possible approval as fair, adequate and reasonable, and
25 appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly.
26 The Settlement Class meets the requirements for conditional certification for settlement purposes only
27 under Code of Civil Procedure § 382.

28 5. The Class Notice provided to the Settlement Class conforms with the requirements of Code

1 of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United
2 States Constitutions, and any other applicable law, and constitutes the best notice practicable under the
3 circumstances, by providing individual notice to all Class Members who could be identified through
4 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth
5 therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

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

8 All T & M's current and former non-exempt employees in the State of
9 California who worked for T & M at any time between November 29, 2018,
and February 27, 2024. (Agreement, ¶1.5.)

10 7. The Court also defines the following "PAGA Group Members" impacted by the proposed
11 settlement of PAGA claims:

12 All T & M's current and former non-exempt employees in the State of
13 California who worked for T & M at any time between November 29, 2021,
14 and the date the court enters approval of the PAGA Settlement. (Agreement,
¶1.4.)

15 8. Plaintiff Jose Antonio Mendoza is appointed as the Class Representative. The Court finds
16 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and have
17 no conflicts of interest with absent Class Members, and that they adequately represented the interests of
18 absent class members in the Litigation. Bradley/Grombacher, LLP and Majarian Law Group APC are
19 appointed Class Counsel.

20 9. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator, pursuant to
21 the terms set forth in the Agreement.

22 10. No Class Member requested exclusion from the Class. All Class Members are bound by
23 the Final Approval Order and Judgment in the Action. No Class Members who worked during the PAGA
24 Period have the right to exclude themselves from the Settlement with respect to resolution of the PAGA
25 Claims.

26 11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
27 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.
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1 12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
2 Member, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the
3 payment of enhancement award to Plaintiff Jose Antonio Mendoza in the amount of \$7,500.00.

4 13. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
5 \$202,333.33. Class Counsel Expenses are approved by the Court in the following amount: \$12,578.05.

6 14. The Court approves and orders payment in the amount of \$18,450.00 to ILYM Group, Inc.
7 for performance of its services as the Settlement Administrator, as set forth in the Notice to the Class.

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

11 16. The Court sets a case review regarding compliance with all fund distribution requirements
12 under the Settlement for March 20, 2025, at 8:30 a.m. in Dept. B of the above-entitled Court. A Final
13 Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed
14 with the Court no later than March 10, 2025.

15 17. The Court approves and orders payment in the amount of \$7,500.00 to the Labor and
16 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
17 General Act of 2004 (Labor Code § 2698 *et seq.*).

18 18. Once Defendant fully funds the Settlement by paying the Gross Settlement Amount,
19 Plaintiff and the Class Members, shall have, by operation of this Final Approval Order and the separate
20 Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from the
21 Released Class Claims described in the Settlement as follows:

22 Release by Participating Class Members: All Participating Class Members, on behalf
23 of themselves and their respective former and present representatives, agents,
24 attorneys, heirs, administrators, successors and assigns, release Released Parties from
25 (i) all claims that were alleged, or reasonably could have been alleged, based on the
26 facts stated in the Operative Complaint during the Class Period, including claims for:
27 (1) Failure to Pay Overtime Wages; (2) Failure to Pay All Wages and Minimum
28 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5)
Failure to Comply with Labor Code section 6300 *et seq.*; (6) Failure to Timely
Furnish Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages
During Employment; (8) Waiting Time Penalties; (9) Failure to Reimburse Business
Expenses; (10) Failure to Provide Sick Pay; and, (11) Violations of Business and
Professions Code section 17200 *et seq.* Except as set forth in Section 5.1.3 of this

1 Agreement, Participating Class Members do not release any other claims, including
2 claims for vested benefits, wrongful termination, violation of the Fair Employment
3 and Housing Act, unemployment insurance, disability, social security, workers'
4 compensation or claims based on facts occurring outside the Class Period.
(Agreement, ¶5.1.2.)

5 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
6 on behalf of themselves and their respective former and present representatives,
7 agents, attorneys, heirs, administrators, successors and assigns, the Released Parties
8 from all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice
10 during the PAGA Period. This release extends to Non-Participating Class Members
11 who are Aggrieved Employees. (Agreement, ¶5.1.3.)

12 19. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
13 pursuant to Labor Code § 2699(1)(3).

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

16 **IT IS SO ORDERED.**

17 **DATED:** 7/18/24

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19 HONORABLE SCOTT R. L. YOUNG
20 NAPA COUNTY SUPERIOR COURT
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