

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

03/20/2024

Darrel E. Parker, Executive Officer

BY Allain, Kelley

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Attorneys for Defendant
SMITH PACKING, INC.

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

HOMERO PEÑA, on behalf of the State of
California, and others similarly situated and
aggrieved,

Plaintiff,

v.

SMITH PACKING, INC., a California
Corporation; SUN COAST FARMS, LLC, a
California limited liability company;
and DOES 1-100, inclusive,

Defendants.

Case No. 23CV00931

ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT

Date: March 19, 2024

Time: 8:30 a.m.

Dept.: SM 2

Judge: Hon. James F. Rigali

Complaint Filed: March 3, 2023

WHEREAS, Homero Peña ("Plaintiff") has filed a Motion for Approval of PAGA Settlement. The matter came on regularly for hearing. Counsel for Plaintiff and counsel for Defendant Smith Packing, Inc. ("Defendant") appeared at the hearing. Having considered the papers filed by all parties and the proceedings had and otherwise being fully informed, and recognizing the disputed factual and legal issues involved in this case, the benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement Agreement, and the fair, reasonable, and adequate nature of the settlement obtained as a result

1 of good faith arms-length negotiations between the parties,

2 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
3 **ORDERS:**

4 1. The Court hereby GRANTS Plaintiff's motion for approval of the settlement as
5 set forth in the Settlement Agreement under Labor Code § 2699(1)(2). The settlement is hereby
6 fully approved and shall be carried out and effectuated according to the terms of the Settlement
7 Agreement and the terms of this Order.

8 2. The Court finds that the Settlement Agreement and the terms and conditions set
9 forth therein are fair, reasonable, and adequate and in the best interests of the State of
10 California and the Aggrieved Employees. The terms of the Settlement Agreement, and this
11 Order and Judgment, shall be binding on Plaintiff, the State of California, and the Aggrieved
12 Employees, and those terms shall have res judicata, collateral estoppel and other preclusive
13 effect in all pending and future claims, lawsuits or other proceedings maintained by or on
14 behalf of any such persons or entities, to the extent those claims, lawsuits or other proceedings
15 constitute Released Claims as set forth in the Settlement Agreement.

16 3. This Order incorporates by reference the definitions in the Settlement
17 Agreement and all terms defined therein shall have the same meaning in this Order. In
18 accordance with the Settlement Agreement, the "Aggrieved Employees" are defined as: all
19 non-exempt current and former employees employed by Defendant in California at any time
20 from April 28, 2023, through the Effective Date. The "Effective Date" is defined as: the date
21 the Court or any Party serves notice of the Court's order and judgment approving this
22 Settlement. The "Settlement Period" is defined as: the period from April 28, 2023 until final
23 approval of this agreement by the Court and the occurrence of the Effective Date.

24 4. Upon the occurrence of the Effective Date the Court hereby orders that Plaintiff,
25 all Aggrieved Employees, and the State of California shall be deemed to have released the
26 "Released Claims" which are defined as follows: "any and all claims against the Released
27 Parties arising during the Settlement Period for civil penalties under PAGA that were asserted
28 or could reasonably have been asserted in the Action and/or the PAGA letter submitted by

1 Plaintiff to the LWDA.” “Released Parties” shall mean Defendant, its past and present parents,
2 subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents,
3 trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries,
4 beneficiaries, partners, and/or any other entity or individual which could be liable for the acts
5 or omissions of Defendant in relation to the Released Claims (including but not limited to
6 Defendant Sun Coast Farms, LLC). Upon the occurrence of the Effective Date the Court
7 hereby further orders that Plaintiff, all Aggrieved Employees, and the State of California will
8 be forever barred from pursuing against Defendant and the Released Parties any and all claims
9 for PAGA civil penalties under the Labor Code, Wage Orders, and/or other provisions of law
10 alleged or that reasonably could have been alleged to have been violated in the Action with
11 respect to the Aggrieved Employees.

12 5. The parties are directed to consummate the settlement in accordance with the
13 terms of the Settlement Agreement. Except as expressly provided in the Settlement
14 Agreement, Defendant and the Released Parties shall not have any further liability arising from
15 this action for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or
16 liability.

17 6. The Court hereby finds that payment to counsel for Plaintiff of attorneys’ fees
18 in the amount of \$28,333.33, and reimbursement to counsel for Plaintiff for litigation costs in
19 the amount of up to \$11,411.91, are fair, reasonable, and adequate, and orders the Settlement
20 Administrator to distribute these amounts from the Maximum Settlement Amount in
21 accordance with the Settlement Agreement.

22 7. The Court finds that payment to the Settlement Administrator in the amount of
23 up to \$6,100.00 for its work performed in administering the settlement is fair, reasonable, and
24 adequate and orders the Settlement Administrator to distribute this amount from the Maximum
25 Settlement Amount in accordance with the Settlement Agreement.

26 8. The Court finds that a payment to Plaintiff in the amount of \$10,000.00 in
27 recognition of Plaintiff’s effort and work in prosecuting the Action is fair, reasonable, and
28 adequate and orders the Settlement Administrator to distribute this amount from the Maximum

1 Settlement Amount in accordance with the Settlement Agreement.

2 9. The Court finds that the amounts to be distributed to the LWDA and the
3 Aggrieved Employees, as set forth in the Settlement Agreement, are fair, reasonable, and
4 adequate and orders the Settlement Administrator to make payments to the LWDA and
5 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

6 10. The Court approves, as to form and content, the Notice to Aggrieved Employees
7 submitted by the parties in connection with the motion for approval. The Court appoints
8 Atticus Administration, LLC as the third-party settlement administrator for the purposes of
9 administering the settlement. The Court directs the Settlement Administrator to mail
10 individual payments to Aggrieved Employees and the Notice to Aggrieved Employees in
11 accordance with the terms of the Settlement Agreement.

12 11. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for
13 the reasons described above and in accordance with the terms of the Settlement Agreement.
14 Except as otherwise provided in the Settlement Agreement, all parties shall bear their own
15 attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and shall
16 not seek reimbursement thereof from the Released Parties. Upon entry of this Order the Court
17 permanently enjoins and forever bars Plaintiff, the State of California, and the Aggrieved
18 Employees from instituting or prosecuting any claims against Defendant or the Released
19 Parties that were resolved as part of the Settlement Agreement and/or pursuant to this Order.

20 12. Neither this Order nor the Settlement Agreement (or any other document
21 referred to herein, or any action taken to carry out this Order) is, may be construed as, or may
22 be used as, an admission of liability or fault by Defendant or the Released Parties, or a finding
23 as to the validity of any claims in the Action or of any wrongdoing or violation of law that is
24 otherwise alleged, or could have been alleged, against Defendant or the Released Parties. The
25 Settlement Agreement is not a concession by the Parties and, to the extent permitted by law,
26 neither the Settlement Agreement nor this Order and Judgment, nor any of their terms or
27 provisions, nor any of the negotiations or proceedings connected with them, shall be offered as
28 evidence or received in evidence in any pending or future civil, criminal, or administrative

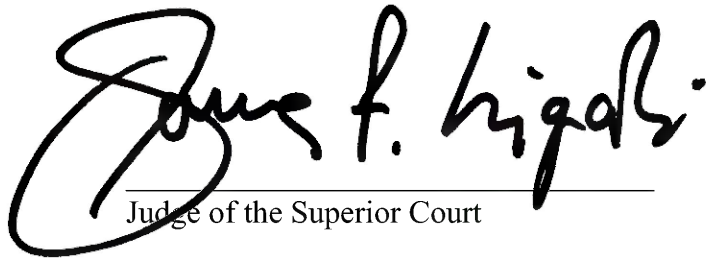
1 action or proceeding to establish any liability of, or admission by the Released Parties.
2 Notwithstanding the foregoing, nothing in this Order and Judgment shall be interpreted as
3 prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce the
4 Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of
5 claims in any other proceeding, or as otherwise required by law. This Order and Judgment and
6 the Settlement Agreement may be filed in any action by Defendant or the Released Parties to
7 support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement,
8 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue
9 preclusion or similar defense or counterclaim.

10 13. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA
11 within 10 days of the date of this Order and Judgment.

12 14. Without affecting the finality of this Order or the Court's entry of Judgment,
13 this Court shall retain jurisdiction with respect to all matters related to the administration and
14 consummation of the Settlement Agreement, and any and all claims, asserted in, arising out of,
15 or related to the subject matter of the Action, including but not limited to all matters related to
16 the Settlement Agreement and the determination of all controversies relating thereto.

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18 **IT IS SO ORDERED.**

19 03/20/2024
20 DATED: _____



Judge of the Superior Court

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22 **James F. Rigali**
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On **March 21, 2024**, I caused to be served **ORDER AND JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT** on the interested party(ies) in this action, addressed as follows:

☐ BY MAIL: I am readily familiar with the Mullen & Henzell L.L.P. practice for collection and processing of correspondence for mailing with the United States Postal Service (USPS). The correspondence indicated above would be deposited with the USPS the same date as this declaration in the ordinary course of business. The correspondence was placed for deposit with the USPS at the offices of Mullen & Henzell L.L.P., 112 East Victoria Street, Santa Barbara, California. The envelope(s) was/were sealed with postage fully prepaid on this date and placed for collection and mailing following ordinary business practices and addressed as indicated above.

☐ BY FEDERAL EXPRESS (FedEx) / UNITED PARCEL SERVICE (UPS) / OTHER (Specify) OVERNIGHT DELIVERY: I left the above-referenced document(s) for delivery at a FedEx / UPS / Other (Specify) drop off location in a sealed envelope addressed as indicated above, with fees for delivery fully prepaid.

☒ BY ELECTRONIC SERVICE: I caused the above-referenced document(s) to be electronically served to the parties at the addresses indicated above.

☐ BY PERSONAL SERVICE: I caused the above-referenced document(s) to be hand delivered to the party(ies) at the address(es) indicated above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on **March 21, 2024**, at Santa Barbara, California.

Laura J. Sire

SERVICE LIST

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