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County of Tulare
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
08/07/2024
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

LIDIA ESPINOZA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

AGUSTIN CEBALLOS BACA DBA A & L
HARVESTING, an individual;
PORTERVILLE CITRUS, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. VCU294386

*[Assigned for all purposes to the Hon.
David Mathias, Dept. 1]*

**[PROPOSED] FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: August 1, 2024
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: December 2, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 1, 2024, at 8:30
2 a.m. pursuant to California Rule of Court 3.769 and this Court's November 7, 2023 Order
3 Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval
4 Order"). Having considered the Parties' Stipulation of Class and PAGA Settlement (the
5 "Settlement" or "Settlement Agreement") attached as Exhibit B to the Declaration of Daniel J.
6 Brown In Support of Plaintiff's Motion for Final Approval of Settlement, filed on July 10, 2024,
7 and the submissions of counsel, and recognizing the sharply disputed factual and legal issues
8 involved in this case, the risks of further prosecution and the benefits to be received by the Class
9 pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
10 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between
11 the Parties.

12 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
13 that assigned to them in the Settlement.

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All current and former non-exempt employees of C Agustin Ceballos Baca dba A&L
20 Harvesting who performed work for Porterville Citrus, Inc. in California at any time from
December 2, 2018 through October 16, 2023 ("Class Period").

21 2. Plaintiff Lidia Espinoza is hereby confirmed as Class Representative, and Daniel
22 J. Brown and Jessica Flores of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on November 7, 2023, and the notice process has been
25 completed in conformity with the Court's Order. Additional notice by publication was provided
26 to the Settlement Class as set forth by this Court's Order dated June 4, 2024. The Court finds that
27 said notice was the best notice practicable under the circumstances. The Class Notice provided
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1 due and adequate notice of the proceedings and matters set forth herein, informed Class Members
2 of their rights, and fully satisfied the requirements of California Code of Civil Procedure §
3 1781(e), California Rule of Court 3,769, and due process.

4 4. The Court finds that no Class Member objected to, disputed or requested exclusion
5 from the Settlement, and that the participation rate in the Settlement supports final approval.

6 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
8 terms.

9 6. For purposes of settlement only, the Court finds that (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
14 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
15 interests of the Class Members; (e) a class action is superior to other available methods for an
16 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
17 for the Class Representative and the Settlement Class.

18 7. The Court finds that given the absence of objections, and objections being a
19 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
20 notice of entry.

21 8. The Court orders that the Gross Settlement Amount of Three Hundred Fifty
22 Thousand Dollars and Zero Cents (\$350,000.00) shall be deposited with the Settlement
23 Administrator, Phoenix Settlement Administrators (“Settlement Administrator”), as provided in
24 the Settlement.

25 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
26 shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
27 Property Law, California Civil Code § 1500, *et seq.* for the benefit of those Participating Members
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1 who did not cash their checks until such time that they claim their property.

2 10. The Court finds that the Participating Member Payments, as provided for in the
3 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
4 distribute the Participating Member Payments in conformity with the terms of the Settlement. The
5 Court further orders that if any of the Settlement Class Members are Defendant Agustin Ceballos
6 Baca dba A&L Harvesting's or Defendant Porterville Citrus, Inc.'s current employees and the
7 Participating Member Payment mailed to those current employees is returned to the Settlement
8 Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid
9 mailing address, the Settlement Administrator shall arrange with the employer Defendant to have
10 those Participating Member Payments delivered to the employees at their place of employment.

11 11. The Court finds that a Class Representative Service Award in the amount of
12 \$7,500.00 for Plaintiff Lidia Espinoza is appropriate for her risks undertaken and service to the
13 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
14 that the Settlement Administrator make this payment in conformity with the terms of the
15 Settlement.

16 12. The Court finds that attorneys' fees in the amount of \$122,500.00, and actual
17 litigation costs of \$10,605.74 for Class Counsel, are fair, reasonable, and adequate, and orders
18 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
19 the terms of the Settlement.

20 13. The Court finds that a payment to the Labor & Workforce Development Agency
21 ("LWDA") in the amount of \$7,500.00 for the LWDA's share of civil penalties under the Labor
22 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
23 Settlement Administrator make this payment in conformity with the terms of the Settlement.

24 14. The Court orders that the Settlement Administrator shall be paid \$18,000.00 from
25 the Gross Settlement Amount for all of its work done and to be done until the completion of this
26 matter, and finds that sum appropriate.

27 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
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1 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately,
2 and in addition to, the Gross Settlement Amount.

3 16. The Court finds and determines that upon satisfaction of all obligations under the
4 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will
5 have released the Released Claims as set forth in the Settlement.

6 17. The Settlement is not an admission by Defendants, nor is this Order and Final
7 Judgment a finding of the validity of any allegations or of any wrongdoing by either Defendant.
8 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
9 any action taken to carry out the Settlement, shall be construed or deemed an admission of
10 liability, culpability, or wrongdoing on the part of Defendants.

11 18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class
12 Members who do not opt out of the settlement (collectively, Participating Settlement Class
13 Members”) on behalf of themselves, and their respective past and present representatives, agents,
14 attorneys, heirs, administrators, successors, and assigns, shall be deemed to have released
15 Defendants Agustin Ceballos Baca dba A&L Harvesting and Porterville Citrus, Inc., and each of
16 its past and present officers, directors, managers, employees, agents, principals, representatives,
17 fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders,
18 agents, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates,
19 divisions, predecessors, successors, assigns, and joint venturers (collectively, “Released Parties”)
20 from all claims, pled or which could have been pled based on the factual allegations in First
21 Amended Class and Representative Action Complaint (“FAC”) in the Action during the Class
22 Period, including (a) minimum wage violations; (b) failure to pay all overtime wages; (c) rest
23 period violations; (d) waiting time penalties; (e) wage statement violations; (f) unfair
24 competition; (g) failure to reimburse for necessary business expenses; and (h) meal period
25 violations premised on the claims pled based on the factual allegations in the Action, or claims
26 that are based upon, or derive from the claims asserted in the Action, including alleged violations
27 of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
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226.7, 246, 256, 510-512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698. et seq. as well as the relevant Industrial Welfare Commission Wage Order(s), California Business and Professions Code 17200 et seq. as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law related to the facts set forth in the Action. The release extends to the limits of the Class Period. The Release is expressly limited to shifts in which Settlement Class Members performed work for Defendant Porterville Citrus, Inc.

19. Plaintiff and Aggrieved Employees, regardless of whether they opt out of the Settlement Class, will release Released Parties from all claims for PAGA civil penalties that were alleged based on facts pled in the Action for alleged Labor Code violations that arose during the PAGA Period. The time period covered by the Release of the PAGA claims is December 2, 2021 through October 16, 2023 ("the PAGA Period"). The release extends to the limits of the PAGA Period. The Release is expressly limited to shifts in which Aggrieved Employees performed work for Defendant Porterville Citrus, Inc.

20. The releases identified herein shall be null and void should the Settlement not be fully funded.

21. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

22. The Settlement Class Members will be provided notice with their Participating Member Payments that the Final Order and Judgment is posted on the landing page of the Settlement Administrator's website. A copy of the Final Order and Judgment entered by the Court

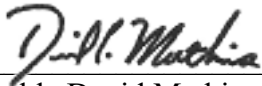
1 shall be posted by the Settlement Administrator on the Settlement Administrator's website at
2 (espinoza-v-agustin-ceballos-baca.phoenixcases.com).

3 23. The Settlement Administrator shall file a declaration regarding the disbursement
4 of Settlement funds on or before _____, and the date for the Final Report
5 Hearing shall be set for _____. The declaration shall state the date the checks
6 were mailed, the total number of checks mailed to Settlement Class Members, the average amount
7 of those checks, the number of checks that remain uncashed, the total value of those uncashed
8 checks, and the nature and date of the disposition of those unclaimed funds.

9 Ordered pursuant to 8/1/24 adopted
tentative ruling.

10 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

11 Dated: August 7, 2024

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13 _____
Honorable David Mathias
14 Judge of the Superior Court
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