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

ADA MENDOZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DESERT VALLEY DATE, LLC, a
California company; JOOLIES, LLC, a
Delaware Limited Liability Company; DVD
FARMING, LLC, a California Limited
Liability Company; DVD FACILITY, LLC
a California Limited Liability Company;
and DOES 4 through 100,

Defendants.

Case No. CVRI2301048

*[Assigned to Hon. Harold W. Hopp
Department I]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
PAYMENT**

Date: January 9, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: March 1, 2023
Trial Date: None Set

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Having considered the parties' Joint Stipulation of Class & Representative PAGA Action Settlement and Release of Claims ("Settlement Agreement"), filed with the Court on August 1, 2025, as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of Plaintiff's Motion for Preliminary Approval, and the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm's-length negotiations between the parties.

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

All current and former non-exempt employees who worked for Defendants Desert Valley Date LLC, Joolies LLC, DVD Farming LLC, and DVD Facility LLC (collectively, the “Defendants”) in California from July 27, 2020, through April 4, 2025 (the “Class Period”).

4. Notice was provided to Class Members as set forth in the Settlement, which was preliminarily approved by the Court on August 29, 2025, and the notice process has been

1 completed in accordance with the Settlement Agreement and the Court’s Preliminary Approval
2 Order. The Court finds that said notice was the best notice practicable under the circumstances.
3 The Court-approved Notice of Class Action Settlement (“Class Notice”), which also includes the
4 Request for Exclusion Form and Objection Form (collectively, the “Notice Packet”) provided due
5 and adequate notice of the proceedings and matters set forth therein, informed Class Members of
6 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 382,
7 California Rules of Court 3.766 and 3.769, and due process.

8 5. The Court finds the Settlement Administrator received zero Requests for
9 Exclusion. The Settlement Administrator received one objection, which the objector withdrew
10 after confirming it was submitted in error. No objections remain. As a result, all 334 Class
11 Members remain Participating Class Members, resulting in a 100% participation rate that supports
12 final approval of the Settlement.

13 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and
14 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

15 7. For purposes of settlement only, the Court finds that: (a) the members of the
16 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
17 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
18 community of interest exists among the members with respect to the subject matter of the
19 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
20 Class members; (d) the Class Representative has fairly and adequately protected the interests of
21 the Settlement Class; (e) a class action is superior to other available methods for the fair and
22 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
23 represent the Class Representative and the Settlement Class.

24 8. The Court finds that the Settlement Shares, as provided for in the Settlement, are
25 fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the
26 payments in accordance with the terms of the Settlement.

27 9. The Court orders Defendants Desert Valley Date LLC, Joolies LLC, DVD
28 Farming LLC, and DVD Facility LLC (collectively, the “Defendants”) to deposit the Maximum

Settlement Amount of \$430,000.00 with the Settlement Administrator in accordance with the procedures set forth in the Settlement, pursuant to the following payment plan: (1) Fifty Thousand Dollars and Zero Cents (\$50,000.00) payable upon the Effective Date of the Settlement; (2) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than September 30, 2026; (3) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than December 31, 2026; (4) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than March 31, 2027; (5) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than June 30, 2027; (6) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than September 30, 2027; (7) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than December 31, 2027; (8) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than March 31, 2028; and (9) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00) payable no later than June 30, 2028. Defendants shall also pay the employer's share of applicable payroll taxes separately and in addition to the Maximum Settlement Amount, payable no later than June 30, 2028.

10. The "Effective Date" shall mean the first business day following the last of the following occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene and/or timely motion to vacate the judgment, then sixty (60) days following the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member both objects and either files a timely motion to intervene or timely motion to vacate the judgment, then sixty-one (61) days following the date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a Class Member both objects and also files a timely motion to intervene or files a motion to vacate the Judgment and also files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible.

11. The Court finds that a Class Representative Payment in the amount of \$10,000.00 to the named Plaintiff is appropriate for Plaintiff's risks undertaken and service to the Settlement

1 Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
2 Settlement Administrator make this payment in accordance with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$143,333.33 and litigation
4 costs of \$36,119.60 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in accordance with the terms of the Settlement. Of the total fees
7 awarded: Haines Law Group, APC shall be paid \$107,500.00 in attorneys' fees and \$36,119.60
8 in litigation costs, for a total of \$143,619.60; and Marquez Law Firm shall be paid \$35,833.33 in
9 attorneys' fees.

10 13. The Court orders that the Settlement Administrator shall be paid \$6,900.00 from
11 the Maximum Settlement Amount in accordance with the terms of the Settlement, for all of its
12 work done and to be done until the completion of this matter and finds that sum appropriate.

13 14. The Court finds that the amount designated for civil penalties under the Private
14 Attorneys General Act ("PAGA"), \$30,000.00, with 75% (\$22,500.00) allocated to the California
15 Labor and Workforce Development Agency ("LWDA") and 25% (\$7,500.00) allocated to PAGA
16 Aggrieved Employees pursuant to Labor Code § 2699(i), is fair, reasonable, and adequate. The
17 Court orders the Settlement Administrator to distribute these payments in accordance with the
18 terms of the Settlement.

19 15. The Court orders that any settlement check shall be negotiable for 180 calendar
20 days from the date of mailing. The Settlement Administrator shall mail a reminder postcard to
21 any Class Member whose settlement check has not been negotiated within 60 days after the date
22 of mailing. For any Class Member who is a current employee of Defendants, if a distribution is
23 returned as undeliverable and the Settlement Administrator is unable to locate a valid mailing
24 address, the Administrator shall coordinate with Defendants to deliver the distribution at the
25 employee's worksite.

26 16. Any funds from Settlement Shares and Individual PAGA Payments remaining
27 uncashed after the 180-day check-cashing deadline, measured from the date the Settlement
28 Administrator mails the check, shall be distributed to the *cy pres*, Coachella Valley Housing

Coalition, 45701 Monroe Street, Suite G, Indio, CA 92201, a nonprofit 501(c)(3) organization, in accordance with the terms of the Settlement.

17. The Court further orders that the envelope transmitting a settlement check shall bear the notation: “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

18. Upon entry of Final Judgment and Defendants’ complete funding of the Maximum Settlement Amount, each Participating Class Member, and without the need to manually sign a release document, shall release the Defendants, together with their respective officers, directors, employees, and agents (collectively, “Released Parties”) from all causes of action and claims and allegations made in the operative complaint in the Action or which could have been made in the action entitled, *Ada Mendoza v. Desert Valley Date LLC*, Case No. CVRI2301048, filed on March 1, 2023, in the Riverside County Superior Court (“Action”) based on the factual allegations therein, including all claims for: (i) failure to pay all regular rate wages, minimum wages, and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure pay paid sick leave (Cal. Lab. Code § 246); (iii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iv) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (v) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (vi) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vii) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, et seq.) (collectively, the “Released Claims”). The period of the Released Claims shall mirror the Class Period. The definition of “Released Claims” for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

19. Aggrieved Employees are defined as: “all current and former non-exempt employees who worked for Defendants from March 1, 2022, through April 4, 2025 (the “PAGA Period”).”

1 20. Upon funding of the Settlement, Plaintiff and the State of California, release all
2 claims for civil penalties under PAGA that could have been sought by the Labor Commissioner
3 for the PAGA violations identified in Plaintiff's pre-filing letter to the LWDA dated March 1,
4 2023, and as alleged in the Action, that arose during the PAGA Period (the "PAGA Release").
5 Plaintiff does not release any Aggrieved Employee's claim for wages or damages. The period of
6 the PAGA Release shall mirror the PAGA Period. The PAGA Release expressly excludes all
7 claims made by an Aggrieved Employee for vested benefits, wrongful termination,
8 unemployment insurance, disability, social security, workers' compensation, claims while
9 classified as exempt, and claims outside of the PAGA Period.

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

17 22. Within ten (10) court days after entry of this Judgment, the Settlement Administrator
18 shall give notice of entry of judgment to the Class Members and Aggrieved Employees pursuant
19 to California Rules of Court 3.771(b) by posting the following Notice of Entry of Judgment on
20 the Settlement website for sixty (60) calendar days and by including the website URL on all
21 settlement checks: "On _____, the Superior Court of California, County of
22 Riverside entered the Judgment and Order Granting Final Approval of Class and PAGA Action
23 Settlement in *Ada Mendoza v. Desert Valley Date LLC, et al.*, Case No. CVRI2301048, on behalf
24 of all current and former non-exempt employees who worked for Desert Valley Date LLC, Joolies
25 LLC, DVD Farming LLC, and DVD Facility LLC in California from July 27, 2020, through April
26 4, 2025. A copy of the Judgment and Order is available online at
27 <https://www.phoenixclassaction.com/class-action-lawsuits/judgments/>."

23. Final Accounting Hearing is set for February 16, 2029. Within five (5) court days of the Final Accounting Hearing, the Settlement Administrator shall file a declaration pursuant to California Code of Civil Procedure § 384(b) describing (i) the date the settlement checks were mailed, (ii) the total number of checks mailed to Class Members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of any unclaimed funds. If there is unpaid residue to be distributed, the declaration shall be accompanied by a proposed amended judgment. Plaintiff's counsel shall send a copy of the amended judgment to the Judicial Council in compliance with California Code of Civil Procedure § 384.5, together with a cover letter providing the information required by California Government Code § 68520. Proof of service shall be filed with the Court within fifteen (15) days of the filing of the amended judgment.

IT IS SO ORDERED.

Dated: _____, 2026

Honorable Harold W. Hopp
Judge of the Superior Court