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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

GUADALUPE LARIOS DE MANCILLA, an
individual, on behalf of herself and all others
similarly situated,

Plaintiffs,

v.

NARAGHI FARMS, LLC, a California limited
liability company; WJN FARMS, LLC, a
California limited liability company; and DOES
1 through 10, inclusive

Defendants.

Case No.: CV-23-003350

[Honorable John D. Freeland]

~~AMENDED [PROPOSED]~~ FINAL
APPROVAL ORDER

Date: October 29, 2024
Time: 8:30 a.m.
Dept.: 23

Action Filed: June 16, 2023
Trial Date: None Set

~~AMENDED [PROPOSED]~~ FINAL APPROVAL ORDER

The Court has before it Plaintiff Guadalupe Larios de Mancilla’s (“Plaintiff”) unopposed Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs and Class Representative Service Award.

The Court previously granted preliminary approval of the Settlement Agreement entered into between Plaintiff and Defendants Naraghi Farms, LLC and WJN Farms, LLC (“Defendants”) (collectively, “the Parties”).¹ The Court conditionally certified the following Class (the “Class” or “Settlement Class”) for settlement purposes:

All current and former non-exempt employees of Defendants Naraghi Farms, LLC and WJN Farms, LLC (collectively, “Defendants”) who worked for Defendants in California at any time from June 16, 2019 through May 9, 2024.

The Court appointed, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C. as Class Counsel, Plaintiff as representative for the Class, and Phoenix Settlement Administrators (“Phoenix”) as the Settlement Administrator.

The Court further directed the Parties to provide notice to the Class as set forth in Plaintiff’s motion for preliminary approval, finding that it constituted the best notice practicable under the circumstances and it satisfied due process. The Class Notice informed Class Members of the material terms of the Settlement, including, *inter alia*, (a) the nature of the case and claims asserted, (b) the claims process and procedure for Class Members to follow in order to receive compensation under the Settlement; (c) the payments to Class Counsel for attorneys’ fees and costs, payment to the Class Representative Service Award, payment to the Settlement Administrator for Settlement Administration Costs, and payment to the California Labor and Workforce Development Agency (“LWDA”) for PAGA penalties; (d) the claims that Class Members release if they do not exclude themselves from the Settlement, (e) the right of any Class Member to object to the proposed Settlement, and an explanation of the procedures to exercise that right; (f) the right of any Class Member to exclude themselves from the proposed Settlement, and

¹ Unless otherwise defined, capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

1 an explanation of the procedures to exercise that right; and (g) the date, time, and location of the
2 Final Approval Hearing.

3 Thereafter, Plaintiff filed a Motion for Final Approval of Class Action Settlement and a
4 Motion for Attorneys' Fees and Class Representative Service Award. Both motions are now
5 before the Court. The Court, upon Notice having been given in conformance with the Preliminary
6 Approval Order, and having considered the proposed Settlement, as well as all papers filed, hereby
7 grant the motions, and **ORDERS AS FOLLOWS:**

8 1. This Court has jurisdiction over the subject matter of the action and over all Parties
9 to the action, including all members of the Settlement Class.

10 2. The Settlement Class, defined as "All current and former non-exempt employees of
11 Defendants Naraghi Farms, LLC and WJN Farms, LLC (collectively, "Defendants") who worked
12 for Defendants in California at any time from June 16, 2019 through May 9, 2024" is certified as a
13 Class for settlement purposes pursuant to California Code of Civil Procedure § 382 in that: (a) the
14 Class is so numerous that joinder is impractical; (b) there are questions of law and fact that are
15 common, or of general interest, to the Class, which predominate over any individual issues; (c)
16 Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and her counsel will fairly and
17 adequately protect the interests of the Class; and (e) a class action is superior to other available
18 methods for the fair and efficient adjudication of the controversy.

19 3. There are a total of 62 Class Members and PAGA Employees who received notice
20 of the Settlement. *See* Declaration of Lluvia Islas dated August 26, 2024 ("Islas Decl.") ¶¶ 3-10. A
21 Net Settlement Amount totaling \$24,071.82 is available from which to pay Settlement Class
22 Members. *Id.* ¶ 12.

23 4. There are 34 PAGA Employees, defined as "All current and former non-exempt
24 employees of Defendants who worked for Defendants in California at any time from June 10,
25 2022 through May 9, 2024." These PAGA Members will receive Individual PAGA Payments
26 totaling \$2,500. *Id.* ¶ 14.

27 5. Zero Class Members submitted a Request for Exclusion. *Id.* ¶ 8.

28 6. Zero Class Members objected to the Settlement. *Id.* ¶ 9.

1 7. Zero Class Members submitted a workweek dispute. *Id.* ¶ 10.

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

9 9. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including
12 California Rules of Court, Rule 3.769.

13 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
15 allegations alleged in the action, nor is this Order a finding of the validity of any claims in the
16 action, or of any wrongdoing by the Defendants, or any of the other Released Parties.

17 11. A class action settlement is presumed to be fair if: ““(1) it is reached through arm’s
18 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
19 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
20 is small.”” *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 52 (quotation omitted). The Court finds
21 that the Settlement is presumptively fair based on the foregoing factors because it was negotiated
22 based on sufficient information through arm’s length negotiations, under the auspices of a well-
23 respected mediator, by counsel experienced in wage and hour class action litigation. Moreover, no
24 Class Members have objected to the Settlement.

25 12. Beyond determining whether a settlement is entitled to a presumption of fairness, a
26 court must further consider factors such as: (1) the strength of plaintiffs’ case; (2) the risk and
27 expense of further litigation; (3) the risk of maintaining class status through trial; (4) the amount
28 offered in settlement; (5) the extent of discovery completed; (6) the experience and views of

1 counsel; (7) the presence of a government participant; and (8) and the reaction of the class
2 members to the proposed class settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
3 1801; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723. The Court finds that each of
4 these factors weigh in support final approval.

5 13. First, the Court recognizes there are real risks to Plaintiff and the Class if Plaintiff
6 were to proceed with contested litigation. Declaration of Aubry Wand (“Wand Decl.”) ¶ 21-27.

7 14. Second, the amount offered under the Settlement is fair and adequate. Plaintiff
8 represents that the \$90,000 Gross Settlement Amount represents approximately 23 percent of the
9 maximum damages potential if Plaintiff were able to certify, and then prevail at trial, on her
10 claims. *Id.* ¶ 29. When balanced against the risks of continued litigation, the Court finds that the
11 Gross Settlement Amount is fair and provides meaningful compensation to the Class.

12 15. Third, the Settlement was reached based on extensive investigation and informal
13 discovery, including analysis of pertinent time and payroll data and other records for the Class. *Id.*
14 ¶¶ 8-12.

15 16. Fourth, Counsel, who is experienced in wage-and-hour class action litigation,
16 endorses the Settlement as fair and reasonable and in the best interest of the Class. *Id.* ¶ 31.

17 17. Fifth, notice was provided to the LWDA and it has not indicated that it objects to or
18 opposes the Settlement. *Id.* ¶¶ 17-20.

19 18. Finally, the reaction of the Class to the Settlement is positive. The Class consists of
20 62 employees and none of them have objected to or requested exclusion from the Settlement. *Id.*
21 Decl. ¶¶ 8-9. No class members appeared at the Final Approval Hearing.

22 19. Based on consideration of the foregoing factors, and the Court’s familiarity with
23 the litigation, the Court finds that the Settlement is in all respects fair, reasonable, and adequate, is
24 in the best interest of the Class, and it is hereby finally approved.

25 20. Upon entry of this Order, compensation to the Settlement Class Members shall be
26 effected pursuant to the terms of the Settlement Agreement.

27 21. In addition to any recovery that Plaintiff may receive as a Settlement Class Member
28 under the Settlement, and in recognition of Plaintiff’s efforts on behalf of the Settlement Class, the

1 Court hereby approves the payment of a Class Representative Service Award in the amount of
2 \$6,000 to Plaintiff. The Court finds that this amount is appropriate based on the factors articulated
3 in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251. As set forth in Plaintiff's
4 declaration, Plaintiff took on risk, both financial and in terms of future employment prospects, by
5 agreeing to act as the Class Representative, devoted considerable time and energy time to this
6 action for the benefit of the Class, agreed to a section 1542 waiver, which does not apply to the
7 release of Class Members, and achieved an excellent result for the Class. Declaration of
8 Guadalupe Larios de Mancilla ("Larios de Mancilla Decl.") ¶¶ 5-9.

9 22. With respect to attorneys' fees, the Court approves the amount of \$31,500 based on
10 both the lodestar and percentage of recovery methods.

11 23. The lodestar is a presumptively reasonable fee. *See Perdue v. Kenny A. ex rel. Winn*
12 (2010) 559 U.S. 542, 552. Class Counsel's lodestar to date is \$98,560, Wand Decl. ¶¶ 49-55,
13 which the Court finds reasonable, based on its familiarity with the litigation, which has been
14 ongoing for over one year. A fee award of \$31,500 represents an implied negative multiplier on
15 Class Counsel's lodestar, which provides further support for the reasonableness of the fee award.
16 Thus, the lodestar method supports the requested attorneys' fees in the amount of \$31,500.

17 24. The Court can also utilize the percentage of the recovery method. *See Laffitte v.*
18 *Robert Half International Inc.* (2016) 1 Cal.5th 480, 503 ("when class action litigation establishes
19 a monetary fund for the benefit of class members, and the trial court in its equitable powers awards
20 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by
21 choosing an appropriate percentage of the fund created."). The Gross Settlement Amount
22 represents a true common fund, as Defendants are obligated to pay this entire amount, and no
23 portion of the Gross Settlement Amount will revert to Defendants.

24 25. In addition, the Court finds that the requested fees, which represent 35% of the
25 Gross Settlement Amount, are reasonable and appropriate. *See In re Consumer Privacy Cases*
26 (2009) 175 Cal.App.4th 545, 558 n.13 ("Empirical studies show that, regardless whether the
27 percentage method or the lodestar method is used, fee awards in class actions average around one-
28 third of the recovery."); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL

1 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (approving fee award of 33.33% of the fund and citing two
2 cases approving fees of 40% of the fund); *Fernandez v. Victoria Secret Stores, LLC*, No. CV-06-
3 04149-MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. Jul. 21, 2008) (holding fee award 34%
4 of the fund was fair). Thus, the percentage of the recovery method also supports the requested
5 attorneys' fees.

6 26. The Court finds that the \$12,578.18 in litigation costs incurred, and requested by
7 Class Counsel, were necessary and appropriate. Wand Decl. ¶ 62.

8 27. Accordingly, the Court approves the payment of attorneys' fees to Class Counsel in
9 the amount of \$31,500 and reimbursement of reasonable litigation expenses in the amount of
10 \$12,578.18 to the Wand Law Firm, P.C.

11 28. The Court approves the payment of settlement administration costs in the amount
12 of \$5,850 to Phoenix.

13 29. The Court approves and orders payment in the amount of \$7,500 (which represents
14 75% of the \$10,000 allocated for the PAGA payment) to the LWDA, which represents a fair and
15 equitable sum for resolution of claims raised pursuant to California Labor Code section 2698, *et*
16 *seq.* The Court also approves the amount of \$2,500 (which represents 25% of the \$10,000
17 allocated for the PAGA payment) to PAGA Employees.

18 30. The Gross Settlement Amount, the Net Settlement Amount, and the methodology
19 used to calculate and pay each Participating Class Member's and PAGA Employees' settlement
20 payments are fair and reasonable, and the Court authorizes the Settlement Administrator to issue
21 individual settlement payments to each Participating Class Member and PAGA Employee
22 pursuant to the terms of the Settlement Agreement. The Court also authorizes the Settlement
23 Administrator to issue payment to the LWDA as set forth in this Order.

24 31. All Unclaimed Funds from Individual Settlement Payments and Individual PAGA
25 Payments shall be paid to the Center for Farmworker Families, the Cy Pres Recipient.

26 32. Upon the Effective Date, Plaintiff, and all Settlement Class Members and PAGA
27 Employees, shall have, by operation of this Order and the accompanying Judgment, fully, finally,
28 and forever released, relinquished, and discharged Defendants and Released Parties from all

1 released claims (including, *inter alia*, Released Claims by Plaintiff, Released Class Claims by
2 Settlement Class Members, and Released PAGA Claims by PAGA Employees) as defined by the
3 terms of the Settlement Agreement.

4 33. Upon completion of the administration of the Settlement, Plaintiff shall file a
5 declaration from the Settlement Administrator concerning the amount of money distributed and
6 certifying completion of the administration of the Settlement. Plaintiff shall file a report from
7 Phoenix re: distribution of the Settlement funds by on or before April 22, 2025, which shall
8 include the total amount that was actually paid to the class members and the amount to be
9 distributed to the designated *cy pres* recipient.

10 34. A compliance hearing shall take place on April 29, 2025 at 8:30 a.m. in Department
11 23 of this Court to confirm full administration of the settlement.

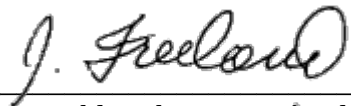
12 35. Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Class
13 Representative Service Award are hereby granted, and the Court directs that a final judgment, as
14 defined in section 577 of the California Code of Civil Procedure, shall be entered in accordance
15 with the terms stated herein, and as set forth in the Judgment. This judgment shall be binding as to
16 Plaintiff, all Class Member(s), and all PAGA Employees, as defined by the terms of the
17 Settlement Agreement.

18 36. The Court's order granting final approval and judgment shall be posted on the
19 Settlement Administrator's website for a period of at least 90 days.

20 37. This Court shall retain jurisdiction with respect to all matters related to the
21 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
22 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
23 but not limited to all matters related to the Settlement and the determination of all controversies
24 relating thereto.

25 **IT IS SO ORDERED.**

26
27 DATED: 10/30/2024

28 
Honorable John D. Freeland
Judge of the Superior Court