

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Douglas Han (SBN 232858) / Shunt Tatavos-Gharajeh (SBN 272164) FIRM NAME: JUSTICE LAW CORPORATION STREET ADDRESS: 751 N. Fair Oaks Avenue, Suite 101 CITY: Pasadena STATE: CA ZIP CODE: 91103 TELEPHONE NO.: (818) 230-7502 FAX NO.: (818) 230-7259 E-MAIL ADDRESS: doug@justicelawcorp.com / statavos@justicelawcorp.com ATTORNEY FOR (name): Plaintiff Francisco Gonzalez	FOR COURT USE ONLY CASE NUMBER: 23CV419334
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, California 95113 BRANCH NAME: Downtown Superior Court	
PLAINTIFF/PETITIONER: Francisco Gonzalez DEFENDANT/RESPONDENT: Sakata Seed America, Inc. OTHER:	JUDICIAL OFFICER: Honorable Charles F. Adams
PROPOSED ORDER (COVER SHEET)	DEPT: 7

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
 Plaintiff Francisco Gonzalez

2. Title of the proposed order:
 [Proposed] Order of Final Approval and Judgment

3. The proceeding to which the proposed order relates is: Motion for Final Approval of Class Action Settlement
 - a. Description of proceeding: September 25, 2025
 - b. Date and time: 1:30 p.m.
 - c. Place: Department 7

4. The proposed order was served on the other parties in the case.

Douglas Han

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 2

CASE NAME: Gonzalez v. Sakata Seed America, Inc.	CASE NUMBER: 23CV419334
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.
 - a. My residence or business address is (*specify*):

 - b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:
 - a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

 - b. To (*electronic service address of person served*):

 - c. On (*date*):

- ☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
WILLIAM WILKINSON (SBN 346777)
JUSTICE LAW CORPORATION
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Attorneys for Plaintiff

Filed
October 16, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV419334
By: afloresca

10/16/2025 1:07:08 PM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

FRANCISCO GONZALEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

SAKATA SEED AMERICA, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 23CV419334

Assigned for All Purposes to:
Honorable Charles F. Adams
Department 7

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: September 25, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department 7

Complaint Filed: July 20, 2023
FAC Filed: October 2, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Francisco Gonzalez's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On November 11, 2024, Plaintiff and Defendant Sakata Seed America, Inc.
6 ("Defendant") entered the Settlement Agreement.

7 On March 14, 2025, the Court entered an order preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing Class
10 Members with an opportunity to object to the Settlement or exclude themselves from the Class,
11 and scheduling a Final Approval Hearing.

12 On September 25, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
16 set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from July 20, 2019, through August 19, 2024 ("Class," "Class Members," and "Class
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Period”). There are one eighty-nine (189) Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class in entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the Class Members have been implemented pursuant to the Agreement and Preliminary Approval Order. The Court finds that the Class Notice:

- a. Constitutes notice reasonably calculated to apprise the Class Members of:
 - (i) the pendency of this lawsuit; (ii) material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Agreement; (iv) their right to exclude themselves from the Settlement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in this lawsuit on all Participating Class Members;
- b. Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process;
- c. Constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and
- d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of the Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement.

7. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith, resulting from arm’s-length negotiations by experienced counsel who have carried out and meaningfully investigated the disputed claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,

1 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
2 Settlement Agreement according to its terms and provisions.

3 8. Binding Effect. The terms and provisions of the Settlement Agreement
4 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
5 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
6 successors, and assigns. Those terms shall have res judicata and other preclusive effect in all
7 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
8 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
9 could have been raised in this lawsuit and are encompassed by the Released Class Claims and
10 Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

11 9. Release by the Participating Class Members. Effective on the date when
12 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
13 owed on the Wage Portion of the Individual Class Payments, the Participating Class Members
14 will waive and release the Released Parties from the Released Class Claims.

15 a. Release by the Aggrieved Employee. Effective on the date when
16 Defendant fully funds the entire Gross Settlement Amount and funds all
17 employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiff, State of California, and all Aggrieved Employees will
19 waive and release the Released Parties from the Released PAGA Claims.

20 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
21 entire Gross Settlement Amount and funds all employer payroll taxes
22 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
23 his former and present spouses, representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns generally release and forever
25 discharge the Released Parties from any and all claims, transactions,
26 causes of action, liabilities or occurrences, known or unknown, that relate
27 to, or arise out of, Plaintiff’s employment with Defendant. Furthermore,
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1 Plaintiff expressly waives and relinquishes the provisions, rights, and
2 benefits, if any, of section 1542 of the Civil Code.

3 c. Released Parties. The Released Parties include Defendant and its past or
4 present parents, predecessors, successors, all affiliates, subsidiaries,
5 officers, directors, members, agents, employees, principals,
6 representatives, accountants, insurers and reinsurers, auditors, consultants,
7 attorneys, and stockholders.

8 10. Gross Settlement Amount. The Court approves the payment of the Gross
9 Settlement Amount of \$400,000 to be paid by Defendant.

10 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
11 Payment. The Court finds the Class Counsel Fees Payment of \$140,000, to be reasonable and
12 appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement
13 of actual litigation costs of \$16,553.83, to be reasonable and appropriate. Such fees and costs are
14 to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required
15 to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
16 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
17 be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by
18 Plaintiff or Class Members in connection with or related to this matter.

19 a. The courts have an independent right and responsibility to review Class
20 Counsel Fees Payments and only award so much as determined
21 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
22 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
23 \$140,000 (35% of the Gross Settlement Amount) are supported by the
24 percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1
25 Cal.5th 480, 504.) Considering the results achieved, financial risk
26 undertaken, difficulty of this litigation, skills required, percentage fees
27 awarded in other cases, and contingent fees charged in the private
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1 marketplace, the Court finds that the Class Counsel Fees Payment is
2 reasonable and is approved.

- 3 b. The Court has reviewed the Declaration of Douglas Han regarding costs
4 expended in prosecuting this case. Pursuant to the Settlement, Class
5 Counsel may seek reimbursement of up to \$25,000 in litigation costs. The
6 Court finds that Class Counsel expended \$16,553.83 in litigation costs and
7 that such costs were reasonable. Thus, the Court approves the Class
8 Counsel Litigation Expenses Payment of \$16,553.83 as reimbursement of
9 Class Counsel's litigation costs.

10 12. Class Representative Service Payment. The Court finds the Class
11 Representative Service Payment of \$10,000, to be paid to Plaintiff out of the Gross Settlement
12 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
13 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

- 14 a. The rationale for making enhancement payments is that the class
15 representatives should be compensated for the expense and risk incurred in
16 conferring a benefit on the Class. Criteria courts consider include: (i) class
17 representative risk in commencing suit; (ii) notoriety and personal
18 difficulties encountered; (iii) amount of time and effort spent by class
19 representatives; (iv) litigation duration; and (v) personal benefit (or lack
20 thereof) enjoyed by the class representatives.

- 21 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
22 involvement in this case. Given the risks inherent in serving as the class
23 representative, duration of the case, time involved, and benefits created for
24 the Class, the Court approves the Class Representative Service Payment of
25 \$10,000 to be paid to Plaintiff.

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1 13. Settlement Administration Expenses. The Court finds the Settlement
2 Administration Expenses of \$6,550, to be paid to the Administrator from the Gross Settlement
3 Amount, to be reasonable and appropriate. The Settlement Administration Expenses is to be paid
4 pursuant to the terms and provisions set forth in the Settlement Agreement.

- 5 a. The Court has reviewed the Declaration of Christian Labow from CPT
6 Group, Inc., the Court-approved Administrator. The Court finds that
7 notice provided to the Class pursuant to the Preliminary Approval Order
8 constitutes the best practicable notice to the Class and satisfied due
9 process. The Court approves the Settlement Administration Expenses of
10 \$6,550 for the Administrator's services in administering the Settlement.

11 14. PAGA Payment. The Court finds the PAGA Payment of \$30,000, seventy-
12 five percent (75%) of which (\$22,500) will be paid to the California Labor and Workforce
13 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
14 which (\$7,500) will be distributed to the Aggrieved Employees, on a pro rata basis, to be
15 reasonable and appropriate. The PAGA Payment are to be paid pursuant to the terms and
16 provisions set forth in the Settlement Agreement.

17 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
18 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends that
19 the Settlement was the product of arm's-length negotiations following litigation, discovery, and
20 exchange of documentation. The negotiations were facilitated with the aid of Judge Howard
21 Broadman, an experienced, well-respected mediator.

- 22 a. There were no objections to and no requests for exclusion from the
23 Settlement, displaying the fairness of the Settlement.

- 24 b. The fairness of the Settlement is further shown by the gross *average*
25 Individual Class Payment being approximately \$1,041.78, and the gross
26 *highest* Individual Class Payment being about \$2,733.96.

1 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
2 Settlement Amount (and separately fund employer's share of payroll taxes) by depositing the
3 money with the Administrator by the Effective Date. Within fourteen (14) calendar days after the
4 funding of the Gross Settlement Amount, the Administrator will make all the settlement
5 payments, payroll tax payments, and remittance to relevant taxing authorities in accordance with
6 the Settlement Agreement.

7 17. Uncashed Checks. The Class Members must cash or deposit their
8 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
9 Uncashed settlement checks will be canceled and transmitted to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member.

11 18. Non-Appealance Case Review. The Court sets a non-appearance case
12 review on June 11, 2026 in Department 7. A compliance status report shall be filed within five
13 (5) court days before this hearing. Pursuant to Code of Civil Procedure section 384, the
14 compliance status report shall specify the total amount paid to the Participating Class Members
15 and the residual of unclaimed settlement funds that will be paid to the entity identified as the
16 recipient of such funds in the Settlement Agreement.

17 19. Modification of the Agreement. The Agreement may be amended or
18 modified only by a written instrument signed by all Parties and their counsel or their
19 representatives/successors-in-interest. Such amendments or modifications shall be consistent
20 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

21 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
22 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
23 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
24 and for any other necessary purpose, including, without limitation:

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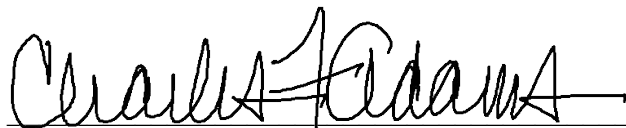
- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect or effectuate this Order and Judgment approving the Settlement
3 Agreement, and permanently enjoining Plaintiff from initiating or
4 pursuing related proceedings, or to ensure the fair and orderly
5 administration of the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 IT IS SO ORDERED.

22
23 DATED: 10/16/2025 9:55:10 AM



HONORABLE CHARLES F. ADAMS
SUPERIOR COURT JUDGE

25 The court schedules a compliance hearing for May 7, 2025, at 2:30 p.m.
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On October 27, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Gonzalez v. Sakata Seed America, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-969763-23**
Court Case No.: 23CV419334
Santa Clara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

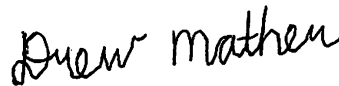
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 27, 2025, at Pasadena, California.



Drew Mather