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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

04/24/2026

STEPHANIE CAMERON, CLERK
Jose Angel De Luna Romero, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

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

Plaintiff,

v.

CONTRACT LABOR MANAGEMENT,
INC., a California corporation; FRUITION
SALES, a California corporation; RISING C.
RANCHES, INC. a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: VCU310071

*[Assigned for all purposes to the
Honorable Nathan D. Ide, Dept. 7]*

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

Date: April 13, 2026
Time: 8:30 a.m.
Dept.: 7

Complaint Filed: June 17, 2024
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 13, 2026, at 8:30
2 a.m. pursuant to California Rule of Court 3.769 and this Court's October 9, 2025 Order Granting
3 Motion for Preliminary Approval of Class Action and PAGA 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 March 19, 2026
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 and PAGA 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 CLM who performed work for
20 Contract Labor Management, Inc. directly, and/or for Fruition Sales and/or Rising
21 C Ranches, Inc. in California at any time from June 17, 2020, through September
22 5, 2024 (the "Class Period").

22 2. Plaintiff Ramon Mendoza Arroyo is hereby confirmed as Class Representative,
23 and Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC are hereby confirmed
24 as Class Counsel.

25 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
26 was preliminarily approved by the Court on October 9, 2025, and the notice process has been
27 completed in conformity with the Court's Order. The Class Notice provided due and adequate
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1 notice of the proceedings and matters set forth herein, informed Class Members of their rights,
2 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
3 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 100% 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 One Hundred Ninety-Five
22 Thousand Dollars and Zero Cents (\$195,000.00) shall be deposited with the Settlement
23 Administrator, Apex Class Action (“Settlement Administrator”), as provided in the Settlement.

24 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
25 shall be transferred to the California Farmworker Foundation as the designated cy pres.

26 10. The Court finds that the Participating Member Payments, as provided for in the
27 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
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1 distribute the Participating Member Payments in conformity with the terms of the Settlement. The
2 Court further orders that if any of the Settlement Class Members are Defendants Contract Labor
3 Management, Inc. (“CLM”); Fruition (“Fruition”) and/or Rising “C” Ranches, Inc.’s (“RCR”)
4 current employees and the Participating Member Payment mailed to those current employees is
5 returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator
6 is unable to locate a valid mailing address, the Settlement Administrator shall arrange with the
7 relevant employer Defendant to have those Participating Member Payments delivered to the
8 employees at their place of employment.

9 11. The Court finds that a Class Representative Service Award in the amount of
10 \$5,000.00 for Plaintiff Ramon Mendoza Arroyo is appropriate for his risks undertaken and service
11 to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and
12 orders that the Settlement Administrator make this payment in conformity with the terms of the
13 Settlement.

14 12. The Court finds that attorneys’ fees in the amount of \$68,250.00, and actual
15 litigation costs of \$10,418.77 for Class Counsel, are fair, reasonable, and adequate, and orders
16 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
17 the terms of the Settlement.

18 13. The Court finds that a payment to the Labor & Workforce Development Agency
19 (“LWDA”) in the amount of \$3,750.00 for the LWDA’s share of civil penalties under the Labor
20 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
21 Settlement Administrator make this payment in conformity with the terms of the Settlement. The
22 Court further finds that the PAGA Amount of \$1,250.00, representing the Aggrieved Employees’
23 twenty-five percent share of civil penalties pursuant to Labor Code § 2699(i), is fair, reasonable,
24 and adequate, and orders the Settlement Administrator to distribute the PAGA Amount to
25 Aggrieved Employees in conformity with the terms of the Settlement. The Court finds that
26 Plaintiff is duly deputized to pursue and release the Released PAGA claims, having given
27 adequate notice under PAGA to Defendants and the LWDA by virtue of his May 16, 2024, notice;
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1 paid the requisite filing fees to the LWDA; and, having received no response from the LWDA,
2 pursuant to the procedures set forth in Labor Code section 2699.3. The Court further finds that
3 Plaintiff has provided the LWDA, in a timely manner, all other information required by law,
4 including a copy of the complaints filed in the Action and notice of the settlement in the Action,
5 as required by Labor Code section 2699.

6 14. The Court orders that the Settlement Administrator shall be paid \$7,990.00 from
7 the Gross Settlement Amount for all of its work done and to be done until the completion of this
8 matter, and finds that sum appropriate.

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

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

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

20 18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class
21 Members who do not opt out of the settlement (collectively, Participating Settlement Class
22 Members") on behalf of themselves and their respective past and present representatives, agents,
23 attorneys, heirs, administrators, successors, and assigns, shall be deemed to have released
24 Defendants Contract Labor Management, Inc. ("CLM"), Fruition Sales ("Fruition") and/or
25 Rising "C" Ranches, Inc.'s ("RCR"), their present and former parents, subsidiaries, affiliated
26 entities, commonly owned or controlled entities, owners, board members, officers, directors,
27 trustees, shareholders, members, partners, employees, clients, agents, insurers, attorneys,
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representatives, heirs, executors, administrators, successors and assigns; and any individual or entity to whom liability for the Released Class Claims and/or Released PAGA claims, defined below, could be assigned under any theory of law, including but not limited to pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, or other liability theory, (collectively, “Released Parties”) from all claims not assertable under PAGA that Plaintiff alleged, or could have alleged, by reason of or in connection with any matter or fact set forth in the Action during the Class Period (“Released Class Claims”). The release extends to the limits of the Class Period. Without limiting the foregoing, Released Class Claims shall include:

i. All claims relating to unpaid wages (including minimum, overtime, straight-time, piece, or other form of wages); all claims related to the timeliness of wage payments (whether regular or final wages); all claims related to the calculation of the regular rate of pay, including claims for unpaid overtime wages, paid sick leave, or other pay as a result of the improper calculation of the regular rate of pay; all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the accuracy or substance of wage statements; all claims relating to the failure to maintain accurate employment records; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing.

ii. All claims arising under California Labor Code §§201, 202, 203, 204, 205, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802; 8 C.C.R. §11090, Sections 3, 4, 7, 11, 12, 18, or otherwise applicable, similar provisions of other IWC Wage Orders; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and related claims under the applicable

provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).

iii. All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, punitive, statutory penalties, civil penalties, restitution, interest, costs, attorneys' fees, or injunctive and/or other equitable relief.

19. All Aggrieved Employees, regardless of whether they opt out of the Settlement Class, on behalf of themselves; their respective past and present representatives, agents, attorneys, heirs, administrators, successors, and assigns; and, the State of California (including any office or agency thereof), will release and discharge the Released Parties from all claims assertable under PAGA that Plaintiff alleged, or could have alleged, by reason of or in connection with any matter or fact set forth in the Action or any notices issued by Plaintiff to the LWDA and/or set forth in the Action during the PAGA Period. The release extends to the limits of the PAGA Period. Without limiting the foregoing, Released PAGA Claims shall include:

1. All claims for remedies recoverable under PAGA relating to unpaid wages (including minimum, overtime, straight-time, piece, or other form of wages); all claims for remedies recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for remedies recoverable under PAGA related to the calculation of the regular rate of pay, including claims for unpaid overtime wages, paid sick leave, or other pay as a result of the improper calculation of the regular rate of pay; all claims for remedies recoverable under PAGA relating to the failure to provide compliant meal, rest, and recovery periods; all claims for remedies recoverable under PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for remedies recoverable under PAGA relating to the provision of wage statements, including the accuracy or substance of wage statements; all claims for remedies recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for remedies recoverable

1 under PAGA relating to the failure to reimburse necessary business expenses; all claims
2 for remedies recoverable under PAGA for failing to permit and authorize Aggrieved
3 Employees to exercise the use of their accrued paid sick leave days pursuant to Labor
4 Code §245.5; and, all claims for remedies recoverable under PAGA for failing to provide
5 legally mandated disclosures and/or written notices regarding the terms of employment
6 pursuant to Labor Code §2810.5.

7 2. All claims for remedies recoverable under PAGA arising under, or due to a
8 violation of, California Labor Code §§201, 202, 203, 204, 205, 210, 218.5, 218.6, 226,
9 226.2, 226.3, 226.7, 246.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
10 1198, 2699, 2802, and 2810.5; 8 C.C.R. §11090, Sections 3, 4, 7, 11, 12, 18, or otherwise
11 applicable, similar provisions of other IWC Wage Orders; 8 C.C.R. §3395; and, other
12 default remedies under PAGA pursuant to Labor Code §2699.

13 3. All remedies associated with any of the claims described herein, including but not
14 limited to civil penalties, costs, attorneys' fees, or injunctive and/or other equitable relief.

15 20. The releases identified herein shall be null and void should the Settlement not be
16 fully funded. The releases described above are limited to liability arising from work Settlement
17 Class Members performed on behalf of Fruition, RCR, and/or CLM, directly.

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

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

2 23. The Settlement Administrator shall file a declaration regarding the disbursement
3 of Settlement funds at least 5 court days before the Final Report Hearing, and the date for the
4 Final Report Hearing shall be set for December 7, 2026 (~~no earlier than February 17, 2027~~). The
5 declaration shall state the date the checks were mailed, the total number of checks mailed to
6 Settlement Class Members, the average amount of those checks, the number of checks that remain
7 uncashed, the total value of those uncashed checks, and the nature and date of the disposition of
8 those unclaimed funds.

9
10 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

11 Dated: 4/24, 2026



Honorable Nathan D. Ide
Judge of the Superior Court