

FILED

AUG 21 2023

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

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FRESNO COUNTY SUPERIOR COURT
By: Sonia Nunez, Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF FRESNO**

15 LUCIANO HERNANDEZ and MIGUEL
16 ANGEL RAMIREZ-MAYA, individually, on
17 behalf of all others similarly situated, and on
18 behalf of the State of California and other
19 aggrieved persons; and SILVIANO
20 RODRIGUEZ, individually, and on behalf of all
21 other similarly situated,

22 *Plaintiffs,*

23 v.

24 BURFORD FARMING COMPANY, INC., a
25 California corporation; and DOES 1 through 10,
26 inclusive,

27 *Defendants.*

Case No.: 21CECG03817

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. D. Tyler Tharpe, Dept. 501]

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

FINAL APPROVAL HEARING

Date: August 10, 2023
Time: 3:27 p.m.
Dept: 501

1 This matter coming before the Court on Plaintiffs Luciano Hernandez, Miguel Angel
2 Ramirez-Maya, and Silviano Rodriguez's ("Plaintiffs") Motion for Final Approval of Class
3 Action Settlement (the "Final Approval Motion"), and after review and consideration of the
4 parties' fully-executed Class Action and PAGA Settlement Agreement and Class Notice
5 (collectively, the "Settlement" or "Settlement Agreement") and the papers in support of the
6 Final Approval Motion, due and adequate notice having been given to the Class, and the Court
7 having reviewed and considered the Settlement, all papers filed, the record, proceedings in the
8 above-entitled action ("Litigation" or "Action"), and all oral and written comments received
9 regarding the Settlement, and good cause appearing therefor,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

11 1. Other than the defined terms set forth in this Order, the Court, for purposes of this
12 Order, adopts all defined terms as set forth in the Settlement filed in this case.

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, all
14 members of the Settlement Class, and Defendant Burford Farming Company, Inc. ("Defendant").

15 3. The Court finds that the Settlement appears to have been made and entered into in
16 good faith and hereby approves the settlement subject to the limitations on the requested fees and
17 enhancements as set forth below.

18 4. Plaintiffs and all Participating Class Members shall have, by operation of this Final
19 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
20 and the Released Parties from all released claims as set forth in the Settlement.

21 5. Plaintiffs, the State of California, and all Aggrieved Employees shall have, by
22 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
23 discharged Defendant and the Released Parties from all released PAGA claims as set forth in the
24 Settlement.

25 6. The Parties shall bear their own respective attorneys' fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

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1 7. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class: “All persons who worked for Defendant in California as an hourly-paid or non-
3 exempt employee during the Settlement Period.”

4 8. The Settlement Period is December 28, 2017 through August 20, 2022.

5 9. The PAGA Period is December 28, 2020 through August 20, 2022.

6 10. No Settlement Class Members have objected to the terms of the Settlement.

7 11. No Settlement Class Members have requested exclusion from the Settlement.

8 12. The Notice provided to the Class conforms with the requirements of California
9 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
10 by providing individual notice to all Class Members who could be identified through reasonable
11 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
12 therein to the Class Members. The Notice fully satisfies the requirements of due process.

13 13. The Court finds the Settlement Amount, the Net Settlement Amount, and the
14 methodology used to calculate and pay the Individual Class Payments to each Participating Class
15 Member are fair and reasonable and authorizes the Settlement Administrator to pay the Individual
16 Class Payments to the Participating Class Members in accordance with the terms of the Stipulation.

17 14. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
18 and worthy of final approval.

19 15. The Court also finds the PAGA Settlement is fair and reasonable, and that Plaintiffs
20 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
21 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
22 Code section 2699(1). The Court hereby approves the PAGA Settlement.

23 16. Defendant shall pay the total of \$704,077.12 to resolve this litigation. No later than
24 30 calendar days within the Court granting final approval of the Settlement, Defendant shall deposit
25 the Gross Settlement Amount and Defendant’s share of the payroll taxed into an account
26 established by the Settlement Administrator. Thereafter, compensation to the Participating Class
27 Members and Aggrieved Employees shall be disbursed pursuant to the terms of the Settlement
28 (i.e., within 14 calendar days of Defendant fully funding the Gross Settlement Amount).

1 (a) From the Settlement Amount, \$15,000.00 shall be paid to the California
2 Labor and Workforce Development Agency, representing approximately
3 75% of the penalties awarded under the terms of the Settlement Agreement
4 pursuant to the Labor Code Private Attorneys General Act of 2004,
5 California Labor Code section 2698, *et seq.*

6 (b) From the Settlement Amount, \$10,000.00 shall be paid each to Plaintiffs
7 Hernandez and Ramirez-Maya, and \$5,000.00 to Plaintiff Rodriguez, for
8 their service as class representatives and their agreement to release claims.

9 (c) From the Settlement Amount, \$7,250.00 shall be paid to the Settlement
10 Administrator, CPT Group, Inc.

11 17. The Court finds that California Farmworker Foundation is approved as the designed
12 *cy pres* beneficiary and shall receive unpaid residue in accordance with the terms of the Settlement
13 Agreement.

14 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
15 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

16 19. From the Settlement Amount, Class Counsel is awarded \$234,668.90 for their
17 reasonable attorneys' fees and \$11,877.24 for their reasonable costs incurred in the Action. The
18 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
19 that the fees are reasonable in light of the benefit provided to the Class.

20 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
21 Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.
22 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
23 this Final Approval Order and Judgment.

24 21. Without affecting the finality of this Final Judgment in any way, this Court retains
25 continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement
26 with respect to all Parties to this action, and their counsel of record.

27 22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted
28 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

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(Handwritten flourish)

IT IS SO ORDERED.

DATE: 8/21/2023

(Handwritten signature: Tharpe)

Hon. D. Tyler Tharpe
Judge of the Fresno County Superior Court