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

BERNARDO SANTOS , as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,
Defendants.

Case No.: BCV-19-102470

*[Assigned for All Purposes to the Hon. Bernard
C. Barmann, Jr. Dept. 10]*

~~PROPOSED~~ AMENDED FINAL
JUDGMENT

Complaint Filed: August 30, 2019
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 31, 2022, pursuant to
2 California Rule of Court 3.769 and this Court's August 13, 2021 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"), entered an Order Granting Final Approval
4 of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs
5 ("Final Approval Order") and entered Final Judgment ("Final Judgment") on February 10, 2022.

6 Having considered the Declaration of Jarrod Salinas on Behalf of Settlement Administrator
7 declaration regarding distribution of the settlement filed on or about December 28, 2022 following the
8 entry of the Final Approval Order, and having considered the parties' Stipulation of Settlement
9 ("Settlement")¹ and the documents and evidence presented in support thereof, and the submissions of
10 counsel, the Court hereby ORDERS and enters an AMENDED FINAL JUDGMENT as follows:

11 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the
12 Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class
13 Action Settlement. The Settlement Class is defined as:

14 All current and former non-exempt, hourly, employees of Defendant Torres Farm
15 Labor Contractor, Inc. who worked at Grimmway Enterprises, Inc. and related
16 entities' facilities (including, but not limited to, Grimmway Enterprises, Inc. aka
17 Grimmway Farms and Cal-Organic Farms) in California at any time between
18 August 29, 2015 and May 1, 2021.

19 2. The Class Period is defined as August 29, 2015 through May 1, 2021.

20 3. Plaintiff Bernardo Santos is hereby confirmed as Class Representative, and Scott M.
21 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
22 Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
24 manner of notice were approved by the Court on August 13, 2021, and the notice process has been
25 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
26 practicable under the circumstances. The Notice Packet (which consisted of the Notice of Pendency of
27 Class Action and Proposed Settlement and Notice of Individual Award) provided due and adequate
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¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class Member objected to the Settlement, that one (1) class member has opted out of the Settlement, and that the 99.99% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

7. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court orders that Defendant Torres Farm Labor Contractor, Inc. (“Defendant”) deposit the Gross Settlement Amount of One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000) with Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator as provided for in the Settlement.

9. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

10. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Bernardo Santos is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that

1 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
2 payment in conformity with the terms of the Settlement.

3 11. The Court finds that attorneys' fees in the amount of \$450,000.00 and litigation costs of
4 \$19,961.00 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
5 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

6 12. The Court orders that the Settlement Administrator shall be paid \$35,500.00 from the
7 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
8 finds that sum appropriate.

9 13. The Court finds that the payment to the California Labor & Workforce Development
10 Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of Plaintiff's
11 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
12 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
13 LWDA in conformity with the terms of the Settlement.

14 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
15 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
16 and in addition to, the Gross Settlement Amount.

17 15. The Court finds and determines that upon satisfaction of all obligations under the
18 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except the
19 one individual who timely requested exclusion, will have released the Released Claims as set forth in
20 the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released
21 Claims pursuant to the Settlement.

22 16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order,
23 by virtue of this Judgment, Plaintiff and every member of the Settlement Class, except the one individual
24 who timely requested exclusion, fully and forever completely release and forever discharge Defendant
25 Torres Farm Labor Contractor, Inc., a California Corporation, and all the entities for whom Torres Farm
26 Labor Contractor, Inc. provided labor ("Released Affiliates") in the Class Period (including, but not
27 limited to, Grimmway Enterprises, Inc. aka Grimmway Farms and Cal-Organic Farms) and all of
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1 Defendant's and Released Affiliates present and former parent companies, subsidiaries, divisions,
2 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
3 successors and assigns, and any individual or entity which could be liable for any of the Released Claims
4 as defined below (collectively the "Released Parties"), from all claims, demands, rights, liabilities and
5 causes of action whether under state or federal law, that were pled in any of the Complaints in the Action,
6 including the Proposed First Amended Complaint pursuant to the terms of this Agreement, or which
7 could have been pled in any of the Complaints in the Action based on the factual allegations therein,
8 that arose during the Class Period with respect to the following claims: arising out of or related to
9 allegations set forth in the operative Complaint or any PAGA Notice to the Labor and Workforce
10 Development Agency (LWDA) related to this matter, including but not limited to: claims for minimum
11 wage violations; failure to pay overtime wages; failure to pay wages timely; penalties; rest period
12 violations; meal period violations; failure to keep proper records; itemized wage statement violations;
13 waiting time penalties; unfair competition; declaratory relief; (claims under Labor Code sections 201,
14 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 1102.5, sections 11 and 12 of the applicable
15 IWC Wage Order(s) and the California Business and Professions Code § 17200 et seq. based on the
16 foregoing Labor Code violations); and claims for civil penalties pursuant to the California Private
17 Attorneys General Act; including, but not limited to, injunctive relief; liquidated damages, penalties of
18 any nature; interest; fees; costs; and all other claims and allegations made or which could have been
19 made in the Action and/or in the form of a PAGA claim from August 29, 2015 through the date of
20 preliminary approval of the Settlement (collectively, "Released Claims"). Except for the release under
21 the PAGA, the release period shall be the same time period as the Class Period.

22 17. PAGA Employees is defined as:

23 All current and former non-exempt, hourly, employees of Defendant Torres Farm Labor
24 Contractor, Inc. in California who worked at Grimmway Enterprises, Inc. and related
25 entities' facilities (including, but not limited to, Grimmway Enterprises, Inc. aka
26 Grimmway Farms and Cal-Organic Farms) at any time between August 29, 2018 and May
27 1, 2021.

28 18. The PAGA Period is defined as the time period between August 29, 2018 and May 1,
2021.

1 19. PAGA Employees, including Plaintiff, will release and forever discharge all claims,
2 demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys
3 General Act of 2004 against the Released Parties based on (as alleged in the letters to the Labor &
4 Workforce Development Agency (“LWDA”) March 9, 2021): the (a) failure to pay all overtime wages
5 owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for
6 non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-
7 compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to pay all
8 wages due upon separation of employment that occurred during the PAGA Period (collectively, “PAGA
9 Released Claim”). The release period of the PAGA Released Claims is the same time period as the
10 PAGA Period.

11 20. Upon the Effective Date, all Class Members shall be deemed to have, and by operation
12 of Judgment shall have, released, waived and relinquished the Released Claims. The Settlement Class
13 Members (who do not submit a timely Request for Exclusion) shall be enjoined from filing any actions,
14 claims, complaints or proceedings against the Released Parties regarding the Released Claims.

15 21. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition
16 to the Released Claims described above, all claims, whether known or unknown, under federal law or
17 state law against the Released Parties through the date Plaintiff signs this Agreement. Notwithstanding
18 the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving
19 all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

20 **A general release does not extend to claims which the creditor or releasing**
21 **party does not know or suspect to exist in his or her favor at the time of**
22 **executing the release and that, if known by him or her, would have materially**
23 **affected his or her settlement with the debtor or released party.**

24 22. The releases identified herein shall be null and void if the Gross Settlement Amount is
25 not fully funded.

26 23. This document shall constitute a final judgment pursuant to California Rule of Court
27 3.769(h), which provides, “If the court approves the settlement agreement after the final approval
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1 hearing, the court must make and enter judgment. The judgment must include a provision for the
2 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
3 not enter an order dismissing the action at the same time as, or after, entry of judgment."

4 24. Pursuant to Cal. Code Civ. Proc. § 384(b), this Judgment is hereby amended to provide
5 that the Settlement Administrator shall cause the funds in the amount of \$209,209.61, representing the
6 funds payable to 3,648 Settlement Class Members who did not negotiate their individual settlement
7 payments, to be submitted to Juvenile Diabetes Research Foundation, the *cy pres* recipient selected by the
8 Parties and approved by the Court. The total amount to be paid to Juvenile Diabetes Research Foundation
9 shall be \$209,209.61, plus any interest that has accrued thereon.

10 25. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
11 and this Judgment.

12 **AMENDED JUDGMENT IS SO ENTERED.**

13 Dated: Signed: 2/14/2023 11:23 AM, 2023



14 Honorable Bernard C. Barmann
15 Judge of the Superior Court
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