

BY Sala, Gina
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7 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF KERN

10 DOMINGO MUNOZ MORALES, as an individual
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 JUAN CARLOS ARELLANO MEDINA, dba
15 CYPRESS FLC, an individual; CASTLEROCK
16 FARMING, LLC, a California Limited Liability
17 Company; CASTLEROCK FARM HOLDINGS,
18 LLC, a California Limited Liability Company;
19 CASTLEROCK FARMING AND TRANSPORT,
20 LLC, a California Limited Liability Company; and
21 DOES 1 through 100,

22 Defendants.

Case No. BCV-20-102941

*[Assigned to for all purposes to the Hon. J.
Eric Bradshaw]*

**~~PROPOSED~~ FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: December 19, 2022
Time: 8:30 a.m.
Dept.: J

Complaint Filed: December 16, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on December 19, 2022, at
2 8:30 a.m. pursuant to California Rule of Court 3.769, this Court's May 31, 2022 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"),
4 and this Court's September 9, 2022 Order Granting Joint Stipulation to Amend the
5 Implementation Schedule and Hearing Date on Motion for Final Approval of Class Action
6 Settlement ("Amended Scheduling Order"). Having considered the Parties' Stipulation of
7 Settlement (the "Settlement" or "Settlement Agreement") attached as Exhibit A to the Declaration
8 of Daniel J. Brown In Support of Plaintiff's Motion for Preliminary Approval of Settlement, filed
9 on May 5, 2022, and the submissions of counsel, and recognizing the sharply disputed factual and
10 legal issues involved in this case, the risks of further prosecution and the benefits to be received
11 by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
12 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
13 negotiations between the Parties.

14 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
15 that assigned to them in the Settlement.

16 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
17 Approval of Class Action Settlement and ORDERS as follows:

18 1. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
20 Class consisting of:

21 All persons employed by Juan Carlos Arrellano Medina dba Cypress FLC who worked
22 at least one shift performing work for Castlerock Farming, LLC, Castlerock Farm
23 Holdings, LLC, and/or Castlerock Farming Transport, LLC (collectively "Defendants")
24 in California as non-exempt employees subject to the requirements of Wage Order 14
25 from December 16, 2016 through May 16, 2022.

26 2. Plaintiff Domingo Munoz Morales is hereby confirmed as Class Representative,
27 and Daniel J. Brown of Stansbury Brown Law, PC is hereby confirmed as Class Counsel.

28 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
was preliminarily approved by the Court on May 31, 2022, and the notice process has been

1 completed in conformity with the Court's Preliminary Approval Order and Amended Scheduling
2 Order. The Court finds that said notice was the best notice practicable under the circumstances.
3 The Class Notice provided due and adequate notice of the proceedings and matters set forth
4 herein, informed Class Members of their rights, and fully satisfied the requirements of California
5 Code of Civil Procedure § 1781(e), California Rule of Court 3,769, and due process.

6 4. The Court finds that no Class Member objected to the Settlement or opted-out of
7 the Settlement, and that the 100% participation rate in the Settlement supports final approval.

8 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
9 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
10 terms.

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

20 7. The Court finds that given the absence of objections, and objections being a
21 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
22 notice of entry.

23 8. The Court orders that the Maximum Settlement Amount of One Hundred
24 Thousand Dollars and Zero Cents (\$100,000.00) shall be deposited with the Settlement
25 Administrator, Phoenix Settlement Administrators ("Phoenix"), as provided in the Settlement.

26 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
27 shall be distributed to the 501(c)(3) non-profit organization Valley Children's Hospital, in
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1 accordance with California Code of Civil Procedure section 384.

2 10. The Court finds that the Settlement Awards, as provided for in the Settlement, are
3 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual
4 Settlement Awards and Individual PAGA Payments in conformity with the terms of the
5 Settlement.

6 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for
7 Plaintiff Domingo Munoz Morales is appropriate for his risks undertaken and service to the
8 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
9 that the Settlement Administrator make this payment in conformity with the terms of the
10 Settlement.

11 12. The Court finds attorneys' fees in the amount of \$33,330.00, and actual litigation
12 costs of \$5,411.67 for Class Counsel, are fair, reasonable, and adequate, and orders that the
13 Settlement Administrator distribute these payments to Class Counsel in conformity with the
14 terms of the Settlement and by no later than the date that the Settlement Administrator disperses
15 Individual Settlement Awards and Individual PAGA Payments.

16 13. The Court finds that a payment to the Labor & Workforce Development Agency
17 ("LWDA") in the amount of \$3,750.00 for the LWDA's share of civil penalties under the Labor
18 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
19 Settlement Administrator make this payment in conformity with the terms of the Settlement.

20 14. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
21 the Maximum Settlement Amount for all of its work done and to be done until the completion of
22 this matter, and finds that sum appropriate.

23 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
24 portion of the Net Settlement Fund allocated to wages shall be paid by Defendants separately, and
25 in addition to, the Maximum Settlement Amount.

26 16. The Court finds and determines that upon satisfaction of all obligations under the
27 Settlement and this Order, all Settlement Class Members who did not validly opt-out will be
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1 bound by the Settlement and will have released the released claims as set forth in the Settlement.

2 17. Settlement is not an admission by Defendants, nor is this Order and Final
3 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.
4 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
5 any action taken to carry out the Settlement, shall be construed or deemed an admission of
6 liability, culpability, or wrongdoing on the part of Defendants.

7 18. As of the date of this Order and Final Judgment, Plaintiff and every member of
8 the Settlement Class who did not validly opt-out shall be deemed to have released and discharged
9 Defendants Juan Carlos Arrellano Medina dba Cypress FLC (“Cypress”); Castlerock Farming,
10 LLC; Castlerock Farm Holdings, LLC; Castlerock Farming and Transport, LLC and all the
11 related persons and entities (“Released Affiliates”) and their past and present parent companies,
12 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,
13 employees; agents, attorneys, insurers, members, successors and assigns, and heirs (collectively
14 the “Released Parties”) for any and all claims, demands, rights, liabilities and causes of action
15 whether under state or federal law, that were pled in any of the Complaints in the Lawsuit,
16 including the First Amended Complaint pursuant to the terms of this Agreement, or which could
17 have been pled in any of the Complaints in the Lawsuit based on the factual allegations therein,
18 that arose during the Class Period for work performed by Defendant Juan Carlos Arrellano
19 Medina dba Cypress FLC for Castlerock Farming, LLC and/or Castlerock Farm Holdings, LLC
20 and/or Castlerock Farming and Transport, LLC; and/or Released Parties with respect to the
21 following claims arising out of or related to allegations set forth in the operative Complaint or
22 any PAGA Notice to the Labor and Workforce Development Agency (LWDA) related to this
23 matter, including but not limited to: claims for minimum wage violations; failure to pay overtime
24 wages; failure to pay wages timely; failure to pay all wages due, penalties; rest period violations;
25 meal period violations; failure to keep proper records; itemized wage statement violations;
26 waiting time penalties; unfair competition; declaratory relief. For members of the Settlement
27 Class who did not validly opt out, the release period shall run from December 16, 2016, through

1 May 16, 2022 (“Class Period”) and apply to all matters released by virtue of the Settlement
2 Agreement attached as Exhibit A to the Declaration of Daniel J. Brown In Support of Plaintiff’s
3 Motion for Preliminary Approval of Settlement, filed on May 5, 2022.

4 Plaintiff and all Settlement Class Members who were employed by Defendant in
5 California at any time from December 16, 2019 through May 16, 2022, will not have the
6 opportunity to opt out or object to the PAGA Amount, as described in section 3(B)(5) of the
7 Settlement, and/or release of PAGA claims set forth in the Settlement. Notwithstanding the
8 paragraphs above nor anything else in the Settlement, Plaintiff’s waiver and release in the
9 Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including,
10 but not limited to, workers’ compensation claims, pending or otherwise; and (ii) rights or claims
11 arising out of this Settlement.

12 19. The releases identified herein shall be null and void should the Settlement not be
13 fully funded.

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

21 21. The Settlement Class Members will be provided notice with their Individual
22 Settlement Awards that the Final Order and Judgment is posted on the Settlement Administrator’s
23 website: Phoenixclassaction.com/MunozCypressFLC.

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22. (Non-Appearance) Final Compliance Hearing is set for August 21, 2023 at 8:30 a.m. in Department J.

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: 19 Dec, 2022


Honorable J. Eric Bradshaw Oglesby
Judge of the Superior Court