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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE

10 RODOLFO VEGA, as an individual, on behalf
of himself and all persons similarly situated,

11 Plaintiff,

12 v.

13 FONDOMONTE CALIFORNIA, LLC, a
14 Delaware limited liability company authorized
to do business in the state of California; and
15 DOES 1 through 50 inclusive,

16 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 02 2024

E. Escobedo

CAI

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Case No.: CVRI2102283

CLASS & REPRESENTATIVE ACTION

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT; JUDGMENT

[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities in Support
of Motion for Final Approval; Memorandum of
Points and Authorities in Support of Application
for Attorneys' Fees and Costs; Declarations of
Graham S.P. Hollis, Rodolfo Vega, and Emilio
Cofinco of CPT Group, Inc.]

Date: August 1, 2024
Time: 8:30 a.m.
Dept: 1
Judge: Hon. Harold Hopp

Complaint Filed: May 5, 2021
Trial Date: None set

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1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter has come before the Honorable Harold Hopp in Department 1 of the Riverside County
3 Superior Court located at 4050 Main Street, Riverside, California 92501 on Plaintiff Rodolfo Vega’s
4 Motion for Final Approval of Class and PAGA Action Settlement, Class Representative Service Payment,
5 and Administrative Expenses Payment, and Plaintiff Rodolfo Vega’s Application for Attorneys’ Fees and
6 Costs (together, Plaintiff’s “Motion for Final Approval”) pursuant to California Rules of Court, Rule 3.769
7 and Labor Code sections 2698 *et seq.*

8 On November 13, 2023, the Court granted Plaintiff’s Motion for Preliminary Approval and entered
9 an Order in accordance therewith.

10 Having duly considered all papers, evidence and oral arguments in this matter to date, including
11 Plaintiff’s Motion for Final Approval, and good cause appearing, the Court ORDERS and ADJUDGES as
12 follows:

13 1. This Order shall incorporate the Class Action and PAGA Settlement Agreement and Class
14 Notice (“Settlement Agreement” or “Settlement”) entered into by Plaintiff Rodolfo Vega (“Plaintiff”) and
15 Defendant Fondomonte California, LLC (“Defendant”) (Plaintiff and Defendant collectively referred to
16 as the “Parties”) that was filed on October 16, 2023 and attached as Exhibit 2 to the Supplemental
17 Declaration of Graham S.P. Hollis in Support of Plaintiff Rodolfo Vega’s Motion for Preliminary Approval
18 of Class and Representative Action Settlement. To the extent that the terms are defined in the Settlement
19 Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement
20 Agreement.

21 2. This Court has jurisdiction over the claims asserted in this action and personal jurisdiction
22 over Plaintiff, Defendant, and the Settlement Class Members, as defined in the Settlement Agreement.

23 3. The Court finds that the applicable requirements of the California Code of Civil Procedure
24 section 382 and California Rules of Court, Rule 3.769 have been satisfied with respect to the Settlement
25 Class Members and the Settlement. The Court makes final its earlier provisional certification of the
26 following Class for settlement purposes only:

27 a. “All current and former non-exempt ‘Agricultural Employees’ who worked for Defendant
28 in the State of California at any time from May 5, 2017 to November 23, 2022.”

1 4. The Court also confirms the following appointments: Plaintiff Rodolfo Vega as Class
2 Representative; GrahamHollis, APC as Class Counsel; and CPT Group, Inc. as the Administrator.

3 5. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing
4 Date for Final Court Approval (“Class Notice”) that was approved on November 13, 2023 and transmitted
5 to the Settlement Class Members via first-class U.S. Mail fully and accurately informed the Settlement
6 Class Members of all material elements of the Settlement, including their opportunity to request exclusion
7 from the Settlement or object to the Settlement; that it was the best notice practicable under the
8 circumstances; that it was valid, due, and sufficient notice to all Settlement Class Members; and that it
9 complied fully with the laws of the state of California, the United States Constitution, due process, rule
10 3.766 of the California Rules of Court, and all other applicable laws.

11 6. The Court finds that the following individuals were not able to be provided due notice of
12 the Settlement, and were not provided an opportunity to request exclusion from the Settlement, to object
13 to the Settlement, or to dispute their number of workweeks worked under the terms of the Settlement. The
14 following 26 individuals are therefore excluded from the Settlement, are not Participating Class Members,
15 and do not release any of the Released Class Claims or Released PAGA Claims under the Settlement: (1)
16 Elbert Abasquez; (2) Lory John A. Alitao; (3) Nilo L. Barcimo; (4) Oscar Celaya Quihuis; (5) Jorge
17 Cervantes Figueroa; (6) Angel Covarrubias Salgado; (7) Edmundo DeoCares; (8) Joemar D. Diolosa; (9)
18 Jay S. Escobar; (10) Leonardo S. Estemar; (11) Jesus Garcia Rico; (12) Mark Anthony R. Jabor; (13)
19 Reyland M. Lovino; (14) Christian P. Miranda; (15) Juan Montijo Imperial; (16) Yocio Montoya Parra;
20 (17) Lorenzo Navarro Garcia; (18) Cesar Osbaldo Vega Siqueiros; (19) Ariel Pajarillaga; (20) Edgar D.
21 Piscador; (21) Fabian Rivas Arredondo; (22) Jerson A. Rodriguez; (23) Alejandro Romero Villasenor; (24)
22 Manuel Saucedo De La Cruz; (25) Jaymar R. Velasco; (26) Fidel Villagomez Zamora.

23 7. Based on the Declaration of Emilio Cofinco Regarding Class Notification and Settlement
24 Administration, the Court finds that zero Class Members submitted a valid request for exclusion.

25 8. Based on the Declaration of Emilio Cofinco Regarding Class Notification and Settlement
26 Administration, all papers filed in this action, and oral argument, the Court finds that zero Settlement Class
27 Members have objected to the terms of the Settlement.

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1 9. In accordance with California law, the Court hereby GRANTS final approval of the
2 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
3 Members as a whole. Specifically, the Court finds that the Settlement was reached following meaningful
4 discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious,
5 informed, adversarial, and arm's-length negotiations between the Parties and that the terms of the
6 Settlement are, in all respects, fair, reasonable, and adequate. In so finding, the Court has considered all
7 of the evidence presented, including evidence regarding the strength of Plaintiff's case; the risks, expense,
8 and complexity of claims presented; the likely duration of further litigation; the amount offered in
9 settlement; the extent of investigation and discovery completed; and the experience and views of Class
10 Counsel. The Court also considered the lack of objections from Settlement Class Members. The Court
11 ORDERS and directs that the Settlement be effectuated in accordance with the Settlement Agreement and
12 the following terms and conditions.

13 10. The Court finds that a full opportunity has been afforded to the Settlement Class Members
14 to participate in the hearing on Plaintiff's Motion for Final Approval, and all Settlement Class Members
15 and any other persons wishing to be heard have been heard. The Settlement Class Members have had a
16 full and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that
17 pursuant to the Settlement Agreement, effective on the date when Defendant fully funds the entire Gross
18 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
19 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
20 Parties as follows: All Participating Class Members, on behalf of themselves and their respective former
21 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
22 Released Parties from the claims stated in the complaint and those based solely upon the facts alleged in
23 the complaint, including the failure to provide meal periods; failure to provide rest periods; failure to
24 provide recovery periods; failure to pay all minimum and regular wages; failure to pay all overtime wages;
25 failure to indemnify necessary business expenditures; failure to maintain accurate records; failure to
26 provide accurate itemized wage statements; failure to timely pay all wages due upon separation of
27 employment; failure to provide employment records; and violation of Business & Professions Code §§
28 17200, *et seq.*

1 11. Defendant is ORDERED to fund the Gross Settlement Amount of \$775,000.00 and also
2 fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
3 the Administrator no later than 14 calendar days after the Effective Date, as defined in the Settlement.
4 Defendant shall deposit the Gross Settlement Amount into a Qualified Settlement fund established by the
5 Administrator.

6 12. The Administrator is ORDERED to distribute the Settlement funds in accordance with the
7 terms of the Settlement Agreement.

8 13. In accordance with California Labor Code section 2699(1)(2), the Court has reviewed the
9 Settlement Agreement as it relates to the allocation of civil penalties under the Private Attorneys General
10 Act of 2004, codified in California Labor Code section 2698 *et seq.* ("PAGA"). The Court finds that the
11 allocation of \$10,000.00 in civil penalties for claims under PAGA is fair, reasonable, and appropriate. The
12 Court GRANTS approval of the \$10,000.00 settlement for civil penalties in settlement of claims under
13 PAGA.

14 14. Therefore, the Court ORDERS that pursuant to the Settlement Agreement, effective on the
15 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
16 owed on the Wage Portion of the Individual Class Payments, Plaintiff and the State of California release
17 all claims for civil penalties that could have been sought by the Labor Commissioner for the violations
18 identified in Plaintiff's notice letters sent to the LWDA on March 4, 2021, and March 22, 2021. Plaintiff
19 does not release any Aggrieved Employee's claim for wages or damages.

20 15. The Released PAGA Claims, coupled with the approval Order and Judgment, has full *res*
21 *judicata* effect, is final, and precludes and bars any future suits involving the Released PAGA Claims
22 between September 4, 2019, through November 23, 2022. *Arias v. Super. Ct.*, 46 Cal.4th 969, 986 (2009)
23 ("Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004
24 functions as a substitute for an action brought by the government itself, a judgment in that action binds all
25 those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought
26 by the government.").

27 16. The Court ORDERS that \$7,500.00 (75% of \$10,000.00) be paid to the California Labor
28 and Workforce Development Agency as required by statute.

1 17. The Court ORDERS that \$2,500.00 (25% of \$10,000.00) be allocated to payment of the
2 Individual PAGA Payments, as defined by the Settlement.

3 18. The Court finds that the costs of administration of the Settlement are reasonable. The Court
4 awards the Administration Expenses Payment of \$12,000.00 to the Administrator, CPT Group, Inc., for
5 services performed and the costs incurred in the administration of this Settlement.

6 19. The Court finds that the requested Class Representative Service Payment of \$7,000.00 to
7 Plaintiff Rodolfo Vega is fair and reasonable for his work performed and the risks associated with bringing
8 this action. The Court awards and thus ORDERS the Administrator to issue the Class Representative
9 Service Payment to Plaintiff in the amount of \$7,000.00. The Class Representative Service Payment is in
10 addition to Plaintiff's respective payment as a Class Member under the Settlement. Any funds not awarded
11 shall be allocated to the Net Settlement Amount for distribution to Settlement Class Members.

12 20. The Court finds that Class Counsel's request for attorneys' fees in the amount of
13 \$258,333.33 falls within the range of reasonableness and the result achieved justifies the award sought.
14 The Court awards and therefore ORDERS the Administrator to issue the Class Counsel Fees Payment in
15 the amount of \$258,333.33 to GrahamHollis, APC.

16 21. The Court finds that Class Counsel's request for reimbursement of litigation fees and costs
17 in the amount of \$20,000.00 falls within the range of reasonableness and the result achieved justifies the
18 award sought. The Court awards and therefore ORDERS the Administrator to issue the Class Counsel
19 Litigation Expenses Payment in the amount of \$20,000.00 to GrahamHollis, APC.

20 22. The Court orders that the Administrator shall require any envelope transmitting a
21 Settlement distribution check to any Class Member shall bear the notation "YOUR CLASS ACTION
22 SETTLEMENT CHECK IS ENCLOSED."

23 23. The Court Orders that this Final Approval Order and Judgment shall be made available to
24 Class Members on the case website established by the Administrator, with the website address:
25 www.cptgroupcaseinfo.com/fondomontesettlement. Class Members will be provided with a memo
26 mailed along with their Individual Class Payment and/or Individual PAGA Payment informing them of
27 the availability of this Final Approval Order and Judgment on the case website.

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1 24. Pursuant to the terms of the Settlement, settlement distribution checks shall be negotiable
2 for 180 days from the date of mailing. After such time, any Individual Class Payment check or Individual
3 PAGA Payment check that remains uncashed will be cancelled and the remaining funds shall revert to the
4 Net Settlement Amount for redistribution to those Class Members who did cash their initial Individual
5 Class Payment check and/or Individual PAGA Payment check, so long as the cost of redistribution is not
6 greater than 10% the amount of the uncashed funds. Any uncashed funds remaining after redistribution
7 shall be transmitted by the Administrator to California Rural Legal Assistance, Inc. ("CRLA"), a 501(c)(3)
8 nonprofit legal services organization representing all types of individuals and communities including
9 farmworkers throughout California. CRLA provides services throughout California and is headquartered
10 at 1020 15th Street, Suite 20, Modesto, California 95354.

11 25. The Court ORDERS the Administrator to mail a reminder postcard to any Class Member
12 whose settlement distribution check has not been negotiated within 60 days after the date of mailing.

13 26. If (i) any Class Members are current employees of Defendant, (ii) the distribution mailed
14 to those employees is returned to the Administrator as being undeliverable, and (iii) the Administrator is
15 unable to locate a valid mailing address, the Administrator shall arrange with Defendant to have these
16 distributions delivered to the employees at their place of employment.

17 27. An accounting declaration from the Administrator regarding the distribution of the
18 Settlement funds and the status of any unresolved issues shall be filed by March 25, 2025.
19 Such declaration shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed
20 to class members, (iii) the average amount of those checks, (iv) the number of checks that remain
21 uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks,
22 and (vii) the nature and date of the disposition of those unclaimed funds.

23 28. A final accounting hearing regarding the distribution of the settlement funds shall be held
24 on April 02 2025 at 8:30 (a.m./p.m. in Department 1 of Riverside County Superior Court.

25 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

26 Dated: 8/1/24

Harold Hopp
Honorable Harold Hopp
Judge of the Superior Court