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 6 VALLEY PRUNE, LLC and TAYLOR
 BROTHERS FARMS, INC.

8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

11 EDGAR ARCE and CESAR
 RODRIGUEZ, individually, and on behalf
 12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 VALLEY PRUNE, LLC; TAYLOR
 BROTHERS FARMS, INC., et al.,

16 Defendants.

Case No. 2:12-cv-02772-JAM-CMK

JAM
~~PROPOSED~~ ORDER OF DISMISSAL
 WITH PREJUDICE AND FINAL
 JUDGMENT

18
 19 The above-referenced class action case ("Action") having come before the Court on
 20 November 5, 2014, for a Final Settlement Hearing for an Order of Dismissal with Prejudice and
 21 Final Judgment ("Final Judgment"), consistent with the Court's Preliminary Approval Order
 22 ("Preliminary Approval Order"), filed and entered July 24, 2014, and as set forth in the parties
 23 Stipulation and Settlement of Class Action Claims ("Agreement") between Named Plaintiffs
 24 EDGAR ARCE and CESAR RODRIGUEZ ("Named Plaintiff") and Defendants VALLEY
 25 PRUNE, LLC. and TAYLOR BROTHERS FARMS, INC., ("Defendants") (collectively the
 26 "Parties") in the above-referenced Action, and due and adequate notice having been given to
 27 Class Members as required by the Preliminary Approval Order, and the Court having considered
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MURPHY AUSTIN ADAMS SCHOENFELD LLP
 ATTORNEYS AT LAW

1 all papers filed and proceedings had herein and otherwise being fully informed and good cause
2 appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED THAT:

3 1. All terms used herein shall have the same meaning as defined in the Agreement.

4 2. Consistent with the definitions provided in the Agreement, the term "Plaintiffs"
5 include: "All employees of Mexican national origin who were employed by Defendants at any
6 time from August 10, 2011 through May 7, 2012 at Defendants' 4075 Oren Avenue, Corning,
7 CA 96021 location." The "Class", "Classes" and "Class Members" includes class members who
8 did not properly exclude themselves from the terms of the Settlement.

9 3. For purposes of the Settlement and this Final Judgment, "Defendant" and/or the
10 "Released Parties" includes Defendants VALLEY PRUNE, LLC. and TAYLOR BROTHERS
11 FARMS, INC., their parents, subsidiaries, owners, officers, employees, and former employees.

12 4. This Court has jurisdiction over the subject matter of this Action and over all
13 Parties to this Action, including all Class Members.

14 5. Distribution of the Notice of Pendency of Class Action and Proposed Settlement
15 ("Notice") and Claim Form (collectively, the "Notice Packet") directed to Class Members as set
16 forth in the Agreement and the other matters set forth therein, have been completed in conformity
17 with the Preliminary Approval Order, including individual notice to all Class Members who
18 could be identified through reasonable effort, and the best notice practicable under the
19 circumstances. The Notice provided due and adequate notice of the proceedings and of the
20 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all
21 persons entitled to such notice, and the Notice fully satisfied the requirements of due process.
22 All Class Members and all Released Claims are covered by, included with, and subject to the
23 Agreement and this Final Judgment.

24 6. The Court hereby finds the Agreement was entered into in good faith and further
25 finds that the Settlement and Agreement is fair, reasonable and adequate and that Named
26 Plaintiffs have satisfied the standards and applicable requirements for final approval of this Class
27 Action Settlement under applicable law, including the provisions of Federal Rule of Civil
28 Procedure 23.

1 7. The Court hereby approves the Settlement as set forth in the Agreement and finds
2 that the Settlement and Agreement are, in all respects, fair, adequate and reasonable, and directs
3 the Parties to effectuate the Settlement according to the terms outlined in the Agreement. The
4 Court finds that the Settlement or Agreement has been reached as a result of intensive, serious
5 and non-collusive arms-length negotiations. The Court also finds that the Class is properly
6 certified for settlement purposes only.

7 8. As of the date of this Final Judgment and the Effective Date as set forth in the
8 Agreement (“Effective Date”), all Released Claims of Named Plaintiffs and each Class Member
9 not excluding themselves, are and shall be deemed to be conclusively released as against
10 Released Parties. Named Plaintiffs and all Class Members as of the date of this Final Judgment
11 and the Effective Date of the Agreement are hereby forever barred and enjoined from
12 prosecuting the Released Claims (as defined in the Agreement and as set forth below) against the
13 Released Parties. As of the Effective Date, Class Members, including the Named Plaintiffs and
14 Class Members who failed to submit valid and timely requests for exclusion pursuant to the
15 Notice of Pendency of Class Action and Proposed Settlement, hereby release the Released
16 Parties from any and all claims, arising from August 10, 2011 through May 31, 2012, (i) that
17 have been, relate to, and/or arise from, those asserted in this Action by Plaintiffs, on behalf of
18 themselves and the Class, against any of the Released Parties; and/or (ii) that could have been
19 asserted in any forum by Plaintiffs or any Class Member, on behalf of themselves and/or the
20 Class, against any of the Released Parties which arise out of, relate to, or are based upon
21 violations of the law, including Title VII of the Civil Rights Act of 1964 (“Title VII”), the
22 California Fair Employment and Housing Act (“FEHA”), the Fair Labor Standards Act, the
23 federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1991, and
24 applicable provisions of California’s Labor Code and the California Industrial Welfare
25 Commission’s Wage Orders. Released Claims does not extend to any Workers Compensation
26 claim.

27 9. Further, and as of the date of this Final Judgment, and except as to such rights or
28 claims that may be created by the Agreement, Class Members, including Named Plaintiff, waive,

1 and relinquish any and all rights and benefits that they may have under Section 1542 of the
2 California Civil Code, or the law of any other state or jurisdiction, or common law principle, to
3 the same or similar effect with regard to the Released Claims and discharged herein.

4 10. Neither the Settlement nor the Agreement are admissions by any of the Released
5 Parties, nor is this Final Judgment a finding of the validity of any claims in the Action, or of any
6 wrongdoing by any of the Released Parties.

7 11. The Court hereby enters a judgment of dismissal of the entire Action, with
8 prejudice, as of the filing date of this Final Judgment, and orders the Parties to act in accordance
9 with and pursuant to the terms set forth in the Agreement. Without affecting the finality of this
10 Final Judgment in any way, the Court hereby retains continuing jurisdiction over the
11 interpretation, implementation and enforcement of the Settlement and Agreement and all orders
12 entered in connection therewith.

13 12. The Court hereby finds the Maximum Settlement Sum of Two Hundred and Two
14 Thousand and Five Hundred Dollars (\$202,500.00) provided for under the Agreement to be fair
15 and reasonable. The amount included monies paid to Class Members who submit claims and are
16 eligible for compensation under the Settlement Agreement. The Court further finds the amount of
17 compensation provided to individual Class Members under the Agreement is fair and reasonable
18 in light of the disputed factual and legal issues. The Court further finds that the provisions in the
19 Agreement allowing Class Counsel to verify payments made to Class Members, including
20 Defendant's calculations for such payments, is fair and in the best interests of Class Members.
21 The Court, therefore, orders Settlement Awards to be made and administered in accordance with
22 the terms of the Agreement to each Settlement Class Member who submits a Claim Form in
23 accordance with the Agreement.

24 13. The Court hereby confirms Charles Kelly of Hersh & Hersh, Della Barnett of
25 California Rural Legal Assistance Foundation, and Matthew D. Carlson of Carlson Legal
26 Services as Class Counsel for settlement purposes only.

27 14. Pursuant to the terms of the Agreement, and the authorities, evidence and
28 argument submitted by Class Counsel, the fee and cost request is fair and reasonable to

1 compensate Class Counsel for work performed in this case, including for compensation alleged
2 as due under a lodestar theory. The Court hereby awards Class Counsel a Fees and Cost Award
3 in the amount of Eighty Thousand Dollars (\$80,000) from the Maximum Settlement Fund as
4 final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
5 and/or owed to Class Counsel.

6 15. The Court also approves the requested incentive payments to the Named Plaintiffs
7 in the amount of \$7,500 each.

8 16. The Court also hereby approves Named Plaintiffs as Class Representatives for
9 settlement purposes only.

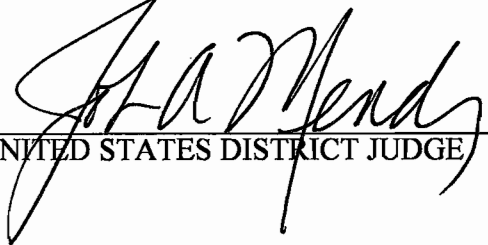
10 17. The Court finds that this lawsuit is strongly disputed by Defendants based on both
11 factual and legal considerations. It is further found that deterrence is not considered a factor in
12 the settlement of this case because the alleged offender no longer works for Defendants. In light
13 of these circumstances and the Parties' agreement, the Court has determined that Defendants may
14 retain and/or have returned to it any amounts of the Maximum Settlement Fund not claimed to
15 satisfy Class Claims properly submitted under the Agreement, including unpaid residue, because
16 deterrence is not considered a factor in the settlement of this case.

17 18. If the Settlement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Judgment and all orders entered in connection herewith shall be
19 rendered null and void and shall be vacated.

20 **IT IS SO ORDERED.**

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DATED: 11-5-2014


UNITED STATES DISTRICT JUDGE