

Electronically Filed
6/11/2020 9:41 AM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Erin Barnett, Deputy

1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Sean M. Blakely (SBN 264384)
5 sblakely@haineslawgroup.com
6 Diana M. Martinez (SBN 322654)
7 dmartinez@haineslawgroup.com
8 222 N. Sepulveda Blvd., Suite 1550
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355

12 Attorneys for Plaintiff

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF STANISLAUS**

16 MARIELA CRUZ, an individual, on behalf of
17 herself and all other similarly aggrieved
18 employees,

19 Plaintiff,

20 vs.

21 TRAINA DRIED FRUIT, INC., a California
22 Corporation, dba Traina Foods; and DOES 1
23 through 100,

24 Defendants.

Case No.: 9000819

*[Assigned for all purposes to Hon. Marie Sovey
Silveira; Dept. 21]*

**[AMENDED PROPOSED] FINAL
JUDGMENT**

Date: June 4, 2020

Time: 8:30 a.m.

Dept.: 21

Complaint Filed: April 11, 2018

Trial Date: None Set

1 **JUDGMENT**

2 This matter came on regularly for hearing before this Court on June 4, 2020 at 8:30 a.m.,
3 pursuant to California Rule of Court 3.769, and this Court’s December 5, 2019 Order granting
4 preliminary approval (“Preliminary Approval Order”). Having considered the parties’ Stipulation
5 of Settlement (“Settlement”) and the documents and evidence presented in support thereof, and
6 the submissions of counsel, the Court hereby ORDERS as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement (“Final Approval Order”). The Settlement Class includes the
10 following employees:

11 All current and former non-exempt employees of Defendant Traina Dried
12 Fruit, Inc., except office, forklift, and maintenance employees, who were
13 employed in California from June 18, 2015 until June 18, 2019 (the “Class
14 Period”).

15 2. The Court finds that no Settlement Class member objected to or opted out of the
16 Settlement.

17 3. Upon satisfaction of all obligations under the Settlement and the Final Approval
18 Order, and by virtue of this Judgment, Plaintiff and every member of the Settlement Class will
19 fully release and discharge Defendant Traina Dried Fruit, Inc. and any of its former or present
20 parents, subsidiaries, affiliates, investors, partners, owners, predecessors, or successors, and all
21 agents, employees, officers, directors, members, managers, holding companies, insurers, and their
22 attorneys (collectively, the “Released Parties”), from any and all claims and causes of action pled
23 in the Action, including claims for: (1) unpaid minimum wages; (2) unpaid overtime wages; (3)
24 meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time
25 penalties; (7) unfair business practices; and (8) any claims under the Private Attorneys General
26 Act (“PAGA”) arising from the claims outlined above (“Released Claims”). The period of the
27 Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will
28 be the same as that of the Release.

1 4. The Court finds that, pursuant to the Settlement, and in consideration of the
2 enhancement payment, upon satisfaction of all obligations under the Settlement and this Order,
3 shall, by virtue of this Judgment, Plaintiff as an individual and in addition to the Released Claims
4 described above, all claims, whether known or unknown, under federal law or state law against
5 the Released Parties. Such claims include, but are not limited to: breaches of contract, whether
6 written, oral or implied; violations of any public policy; tort claims, including but not limited to
7 intentional infliction of emotional distress and negligent infliction of emotional distress,
8 defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other
9 claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations
10 of the following statutes, laws, and regulations: Fair Labor Standards Act, 29 U.S.C. §§ 200, *et*
11 *seq.*, Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections
12 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with
13 Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as
14 amended; the Older Workers Benefit Protection Act; the Employment Retirement Income
15 Security Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the
16 Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended; the Fair
17 Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov't Code §
18 12900 *et seq.*; the California Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the
19 California Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the California Whistleblower
20 Protection Law – Cal. Lab. Code § 1102.5; the California Occupational Safety and Health Act,
21 as amended – Cal. Lab. Code § 6300 *et seq.*, and any applicable regulations thereunder; the
22 California Business and Professions, Civil, Government and Labor Code; the Labor Code Private
23 Attorneys General Act of 2004 – Cal. Lab. Code §2698 *et seq.*; and any other federal, state, or
24 local civil employment law, statute, regulation, or ordinance capable of being released by
25 Plaintiff, excluding any claims that cannot be released as a matter of law. The Parties understand
26 and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims
27 nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing,
28 Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result,

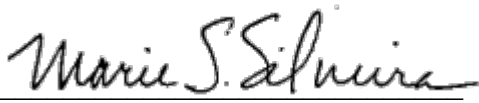
1 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
2 provides: “A general release does not extend to claims that the creditor or releasing party does
3 not know or suspect to exist in his or her favor at the time of executing the release and that, if
4 known by him or her, would have materially affected his or her settlement with the debtor or
5 released party.”

6 5. This document shall constitute a final judgment pursuant to California Rule of
7 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
8 approval hearing, the court must make and enter judgment. The judgment must include a
9 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,
11 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
12 Approval Order, and this Judgment.

13 6. The Court orders that the Notice of the Court’s Order Granting Final Approval and
14 Final Judgment shall be posted on the Settlement Administrator’s website for a period of at least
15 ninety (90) days.

16 **IT IS SO ORDERED.**

17
18 Dated: June 8, 2020


Honorable Marie Sovey Silveira
Judge of the Superior Court

PROOF OF SERVICE

Mariela Cruz v. Traina Dried Fruit, Inc.

Stanislaus County Superior Court Case No. 9000819

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **[X]** 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On June 4, 2020, I served the foregoing document(s) described as:

[AMENDED PROPOSED] FINAL JUDGMENT

on the interested party(ies) in this action as follows:

Benjamin L. Webster, Esq.
Email: bwebster@littler.com
Britney N. Torres, Esq.
Email: BTorres@littler.com
Douglas L. Ropel, Esq.
Email: DRopel@littler.com
LITTLER MENDELSON, P.C.
500 Capitol Mall, Suite 2000
Sacramento, CA 95814
Attorneys for Defendant TRAINA DRIED FRUIT, INC.

[X] (VIA ELECTRONIC MAIL) Pursuant to Emergency Rule # 12 of the California Rules of Court, I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 4, 2020, at El Segundo, California.



Aaron Clark