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FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

1/17/2025

Darrel E. Parker, Executive Officer

BY Mendez, Robert

Deputy Clerk

Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

GERARDO MARTINEZ and DAYSI
GONZALEZ, individuals, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BOB CAMPBELL RANCHES, INC., a
California Corporation; SURF PACKING, INC.,
a California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 21CV02718

**Amended ~~Proposed~~ Order and Judgment
Granting Final Approval of Class Action and
PAGA Settlement**

~~PROPOSED~~ ORDER

On January 8, 2025, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement.

In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having been given to Class Members, and the Court having considered the Settlement Agreement and Release of Class and PAGA Action (the "Settlement Agreement"), all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings has herein, all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

1. All terms used in this Order Granting Final Approval of Class Action Settlement (the "Order") shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Agreement and as follows:

all individuals who are or were employed by Defendant as non-exempt employees in California, but excluding any individuals or periods of time for individuals who have previously settled the Released Class Claims against Defendant, for claims that accrued during the Class Period. The "Class Period" is defined as June 30, 2017 through August 7, 2024.

4. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement.

1 5. The Court finds that an ascertainable class of 810 Class Members exists and a well-
2 defined community of interest exists on the questions of law and fact involved because in the context
3 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
4 the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and
5 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
6 protected the interest of the Class Members.

7 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
8 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
9 comports with California Rule of Court 3.766. The Class Notice informed 810 Class Members of the
10 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
11 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear
12 at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of
13 time to respond and to act were provided by each of these procedures. No Class Members filed written
14 objections to the Settlement as part of this notice process, and no Class Member filed a written
15 statement of intention to appear at the Final Approval Hearing. No Class Members submitted a request
16 for exclusion.

17 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
18 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
19 compliant with all applicable requirements of the California Code of Civil Procedure, the California
20 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
21 any other applicable law, and in the best interests of each of the Parties and Class Members.

22 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
23 terms and declares the Settlement Agreement to be binding on all Class Participants, Releasing Parties,
24 Aggrieved Employees, and the State of California.

25 9. The Court finds that the Settlement Agreement has been reached as a result of informed
26 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
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1 extensive investigation and research, and their attorneys were able to reasonably evaluate their
2 respective positions.

3 10. The Court also finds that the Settlement now will avoid additional and potentially
4 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
5 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
6 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant
7 relief for Class Members.

8 11. Neither this Order nor the Settlement Agreement (or any other document referred to
9 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
10 admission of liability or fault by Defendants or the Released Parties, or a finding as to the validity of
11 any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or could
12 have been alleged, against Defendants or the Released Parties. The Settlement Agreement is not a
13 concession by the Parties and, to the extent permitted by law, neither the Settlement Agreement nor
14 this Order and Judgment, nor any of their terms or provisions, nor any of the negotiations or
15 proceedings connected with them, shall be offered as evidence or received in evidence in any pending
16 or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission
17 by the Released Parties. Notwithstanding the foregoing, nothing in this Order and Judgment shall be
18 interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce
19 the Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of
20 claims in any other proceeding, or as otherwise required by law. This Order and Judgment and the
21 Settlement Agreement may be filed in any action by Defendants or the Released Parties to support a
22 defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
23 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
24 defense or counterclaim.

25 12. The Court appoints Plaintiffs Gerardo Martinez and Daysi Gonzalez as Class
26 Representatives and finds them to be adequate.

1 13. The Court appoints Jonathan Melmed, Esq., and Laura M. Supanich, Esq., of Melmed
2 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class
3 action litigation.

4 14. The terms of the Agreement, including the Gross Settlement Amount of \$181,346.61 is
5 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final
6 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court
7 approves the following allocations, which fall within the ranges stipulated by and through the
8 Settlement Agreement:

- 9 a. The \$9,950.00 designated for payment to ILYM Group, Inc., the Settlement
10 Administrator, is fair and reasonable. The Court grants final approval of, and orders the
11 Parties to make the payment to the Settlement Administrator in accordance with the
12 Agreement.
- 13 b. The \$48,333.33 amount requested by Plaintiffs and Class Counsel for the Class
14 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the
15 Class. The Court grants final approval of, awards, and orders the Class Counsel Fees
16 Payment to be made in accordance with the Agreement.
- 17 c. The Court awards \$9,943.25 in litigation costs, an amount which the Court finds to be
18 reflective of the reasonable costs incurred. The Court grants final approval of, and order
19 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
20 with the Agreement.
- 21 d. The \$7,500.00 each, for a total of \$15,000.00 requested by Plaintiffs for the Incentive
22 Awards is fair and reasonable. The Court grants final approval of, and orders the
23 Incentive Awards to be paid in accordance with the Agreement.
- 24 e. The Court approves of the \$20,000.00 allocation assigned for claims under the Private
25 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$15,000.00) to be paid to
26 the California Labor and Workforce Development Agency (LWDA) in accordance with
27 the terms of the Settlement Agreement.
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1 15. The Court orders the Parties to comply with and carry out all terms and provisions of
2 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
3 the provisions of this Order shall take precedence and supersede the Settlement.

4 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendants'
5 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
6 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

7 17. All Class Members shall be bound by the Settlement and this Order, including the
8 release of claims as set forth in the Agreement.

9 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
10 provided in the Settlement Agreement.

11 19. All checks mailed to the Class Members must be cashed within one hundred eighty
12 (180) days after mailing.

13 20. Within 10 days after the Court has held a Final and Fairness Approval Hearing and
14 entered a final order certifying the Class for settlement purposes only and approving the Class
15 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members
16 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment
17 on its website.

18 21. The Court retains continuing jurisdiction over the Action and the Settlement, including
19 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
20 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
21 Judgment matters as may be appropriate under court rules or applicable law.

22 22. Plaintiffs shall file with the Court a report regarding the status of distribution within one
23 hundred and twenty (120) days after all funds have been distributed.

24 23. This Final Judgment is intended to be a final disposition of the above captioned action
25 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
26 all claims released by the Settlement Agreement, against Defendants.

1 24. All Class Participants and Releasing Parties are deemed to release Released Parties from
2 all claims alleged, or that reasonably could have been alleged, arising out of or related to the allegations
3 set forth in the Complaint and/or PAGA notice to the LWDA, which arose during the Class Period,
4 including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code
5 sections 1194 and 1194.2, and the Applicable Wage Order; (2) failure to pay proper overtime wages in
6 violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; (3) failure to
7 provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section
8 226.7 and the Applicable Wage Order; (4) failure to provide compliant meal periods and pay missed
9 meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage
10 Order; (5) failure to pay timely wages during employment in violation of Labor Code sections 204,
11 210; (6) failure to pay all wages due and owing at separation in violation of Labor Code sections 201,
12 202, and 203; (7) failure to reimburse business expenses in violation of Labor Code sections 2802 and
13 2804; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections
14 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the
15 foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210);
16 and (10) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

17 25. Aggrieved Employees are deemed to release Released Parties from all claims for civil
18 penalties under PAGA alleged, or that reasonably could have been alleged, arising out of or related to
19 the allegations set forth in the Complaint and/or PAGA notice to the LWDA, which arose during the
20 PAGA Period, including but not limited to claims for PAGA civil penalties arising out of alleged: (1)
21 failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2,
22 and the Applicable Wage Order; (2) failure to pay proper overtime wages in violation of Labor Code
23 sections 510, 1197, and 1198, and the Applicable Wage Order; (3) failure to provide compliant rest
24 periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the
25 Applicable Wage Order; (4) failure to provide compliant meal periods and pay missed meal period
26 premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; (5)
27 failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (6) failure
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1 to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203;
2 (7) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; and (8)
3 failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and
4 226.3.

5 26. The terms of the Settlement, and this Order and Judgment, shall be binding on Plaintiffs,
6 Class Participants, Released Parties, the State of California, and the Aggrieved Employees, and those
7 terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future
8 claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the
9 extent those claims, lawsuits or other proceedings constitute Released Class Claims or Released PAGA
10 Claims as set forth in the Settlement. Upon entry of this Order, the Court hereby enters judgment, for
11 the reasons described above and in accordance with the terms of the Settlement Agreement. Upon
12 entry of this Order, the Court permanently enjoins and forever bars Plaintiffs, the State of California,
13 and the Aggrieved Employees from instituting or prosecuting any claims against Defendants or the
14 Released Parties that were resolved as part of the Settlement Agreement and/or pursuant to this Order.
15 Except as otherwise provided in this Order and the Settlement Agreement, all parties shall bear their
16 own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and shall not
17 seek reimbursement thereof from the Released Parties.

18 27. The Court hereby sets a hearing date of 1/28/2026 at 8:30 am ~~pm/am~~ for a
19 hearing on the final accounting and distribution of the settlement funds.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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23 Dated: 1/17/2025



Judge of the Superior Court, County of Santa Barbara
Patricia Kelly

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, California 90067.

I declare that on the date hereof, December 16, 2024, I served the foregoing document(s) described as:

AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

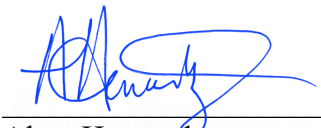
By causing a true copy thereof to be sent to the following individuals and/or parties:

Rafael Gonzalez
rgonzalez@mullenlaw.com
Christina M. Behrman
cbehrman@mullenlaw.com
MULLEN & HENZELL L.L.P.
112 East Victoria Street
Post Office Drawer 789
Santa Barbara, CA 93102-0789

[XX] BY ELECTRONIC SERVICE. Based on a court order, local rule, or agreement of the parties to accept service by email or electronic transmission, I caused the documents to be sent to the person(s) at the email address(es) listed herein. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on December 16, 2024, in Los Angeles, California.


Alma Hernandez