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Attorneys for Plaintiffs, RAQUEL PINEDA SALTO and LAURA GARZIA,
on behalf of themselves and all others similarly situated
and aggrieved

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

06/08/2026

Angela Braun, Executive Officer

BY Rojas, Hana

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

RAQUEL PINEDA SALTO, an individual, and
LAURA GARZIA, an individual, on behalf of
all themselves and all others similarly situated,

Plaintiffs,

v.

DESTINY FARMS, LLC., a California limited
liability company; DURANT HARVESTING,
INC., a California corporation; DURANT
HARVESTING LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21CV04529

[Assigned for all purposes to the Hon. James
F. Rigali in Dept. 2]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

HEARING INFORMATION:

DATE: ~~January 13, 2026~~ June 8, 2026

TIME: ~~8:30 a.m.~~ 1:30 p.m.

DEPT: 2

1 This Court, having considered the Motion of Plaintiffs Raquel Pineda Salto and Laura Garzia
2 (“Plaintiffs”) for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
4 the Declarations of Vedang J. Patel, David D. Bibiyan, and Tony Rogers, the Joint Stipulation Re:
5 Class Action and Representative Action Settlement (“Settlement,” “Agreement” or “Settlement
6 Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval
7 Hearing (“Class Notice”), and other documents submitted in support of the Motion for Preliminary
8 Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all persons employed by
13 Defendants in California and classified as a non-exempt employee who worked during the Class
14 Period.

15 3. The Court preliminarily appoints the named Plaintiffs Raquel Pineda Salto and Laura
16 Garzia (“Plaintiffs”) and Victor Mendoza Morales, Mauricio Zacarias, Karina Salto, Josue Pacheco,
17 Figueroa Carmona, and Fermin Ramirez de Jesus (“Putative Plaintiffs”) as Class Representatives,
18 and David D. Bibiyan, Sarah Cohen, Rafael Yedoyan and Vedang J. Patel of Bibiyan Law Group,
19 P.C., as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content, the Class Notice that has been submitted
5 herewith.

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$1,000,000.00, which is inclusive of: attorneys' fees of up to thirty-five
12 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement,
13 amounts to \$350,000.00, in addition to actual costs incurred of up to \$40,000.00; Class
14 Representative Service Payments of not more than \$7,500.00 to Plaintiff Salto, \$7,500.00 to Plaintiff
15 Garzia, and \$2,500 to each of the Putative Plaintiffs (for a total of \$30,000); costs of settlement
16 administration of no more than \$29,850.00 and Private Attorneys General Act of 2004 ("PAGA")
17 penalties in the amount of \$100,000.00, of which \$75,000.00 (75%) will be paid to the Labor and
18 Workforce Development Agency ("LWDA") and \$25,000.00 (25%) to "Aggrieved Employees,"
19 defined as a person employed by Defendants in California and classified as a non-exempt employee
20 who worked during the PAGA Period.

21 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
22 Taxes, which will be paid separately and apart by Defendants on the wages portion of the Gross
23 Settlement Amount.

24 9. Class Member's "Workweeks" shall mean any week during which a Class Member
25 worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire
26 dates (as applicable), and termination dates (as applicable).

27 10. The settlement was negotiated based on Defendants' representation that there are no
28 more than 180,000 Workweeks worked during the Class Period. In the event the number of

1 Workweeks worked by Class Members during the Class Period increases by more than 10%, or
2 18,000 Workweeks, then: (1) the Gross Settlement Amount shall be increased proportionally by the
3 Workweeks in excess of 198,000 Workweeks multiplied by the Workweek Value; or (2) the Class
4 Period shall end on the date the number of Workweeks reaches 198,000 Workweeks. The Workweek
5 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
6 (\$1,000,000.00) by 180,000. Thus, for example, should Defendants elect option (1), and there are
7 200,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
8 \$11,120.00 ((200,000 Workweeks – 198,000 Workweeks) x \$5.56 per Workweek.)

9 11. The Court deems ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), the
10 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
11 \$29,850.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
12 the class.

13 12. Not later than 15 days after the Court grants Preliminary Approval of the Settlement,
14 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
15 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
16 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
17 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
18 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

19 13. No later than three (3) business days after receipt of the Class Data, the Administrator
20 shall notify Class Counsel that the list has been received and state the number of Class Members,
21 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

22 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
23 after receiving the Class Data, the Administrator will send to all Class Members identified in the
24 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
25 translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the
26 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
27 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
28 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the

1 Administrator shall update Class Member addresses using the National Change of Address database.

2 15. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
3 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
4 may: (a) mail Requests for Exclusion from the Class Action settlement, or (b) mail his or her
5 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been
6 returned undeliverable to the Administrator shall have an additional 15 days beyond the Response
7 Deadline has expired.

8 16. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
9 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
10 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
11 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
12 representative that reasonably communicates the Class Member's election to be excluded from the
13 Settlement and includes the Class Member's name, address, email address or telephone number, and
14 Social Security number. To be valid, a Request for Exclusion must be timely postmarked by the
15 Response Deadline.

16 17. Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
18 bound by all terms and conditions of the Settlement, including the Participating Class Members'
19 Releases under Paragraphs 5.2 and 5.4 of the Agreement, regardless whether the Participating Class
20 Member actually receives the Class Notice or objects to the Settlement.

21 18. Participating Class Members may send written objections to the Administrator by
22 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
23 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
24 Member who elects to send a written objection to the Administrator must do so not later than 45
25 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
26 Members whose Class Notice was re-mailed).

27 19. Only Participating Class Members may object to the class action components of the
28 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or

1 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
2 and/or Class Representative Service Payments.

3 20. Not later than 5 days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a)
5 the names and other identifying information of Class Members who have timely submitted valid
6 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
7 Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for
8 Exclusion from Settlement submitted (whether valid or invalid).

9 21. Before the date by which Plaintiffs is required to file the Motion for Final Approval
10 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
11 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
12 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
13 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
14 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
15 number of written objections and attach the Exclusion List. The Administrator will supplement its
16 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for
17 filing the Administrator’s declaration(s) in Court.

18 22. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
19 necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the
20 Administrator no later than 14 days after the Effective Date. “Effective Date” means the later of: (a)
21 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
22 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
23 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
24 or more Participating Class Members object to the Settlement, the day after the deadline for filing a
25 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
26 the appellate court affirms the Judgment and issues a remittitur.

27 23. For any Participating Class Member whose Individual Class Payment check or
28 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator

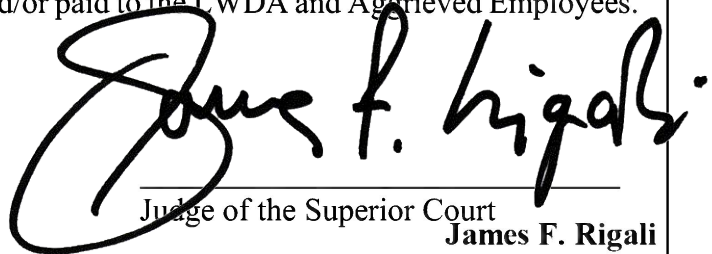
1 shall transmit the funds represented by such checks to the *cy pres* recipient, California Farmworker
2 Foundation.

3 24. All papers filed in support of final approval, including supporting documents for
4 attorneys' fees and costs, shall be filed by October 23, 2026.

5 25. A Final Approval Hearing shall be held with the Court on November 17, 2026
6 at 8:30 a.m of the above-entitled Court to determine: (1) whether the proposed settlement is fair,
7 reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys'
8 fees and costs to be awarded to Class Counsel; (3) the amount of Class Representative Service
9 Payments to the Class Representatives; (4) the amount to be paid to the Settlement Administrator;
10 and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

11 **IT IS SO ORDERED.**

12 Dated: 06/08/2026
13



Judge of the Superior Court
James F. Rigali