



Superior Court of California, County of Sonoma

MINUTE ORDERS

24CV04912

SALDANA vs SUNRISE FARMS, LLC

Date of Hearing: June 26, 2026

Time: 3:00 PM

Motion

Courtroom 19

Judicial Officer: Oscar A Pardo
Court Reporter: None

Courtroom Clerk: Lynn Schneider

Hearing:

Law and Motion Calendar

Issue: Motion for Preliminary Approval of Class Action Settlement

There being no opposition to the Court's tentative ruling and no timely request for oral argument, the Court **ADOPTS** its previously published tentative ruling as follows:

Plaintiff Carmela Solano Saldana ("Plaintiff") moves for preliminary approval of the Class Action settlement pursuant to California Rules of Court, Rule 3.769. She seeks an order for the following:

1. Certify a class for settlement purposes only;
2. Appoint the Plaintiff as Class Representative for settlement purposes only;
3. Appoint Joseph Lavi, Esq., Vincent C. Granberry, Esq., and James H. Clark, Esq., of Lavi & Ebrahimian, LLP as Class Counsel;
4. Approve the Class Notice in the form attached as Exhibit "A" to the Settlement Agreement; and
5. Set a Final Approval and Settlement Fairness Hearing on a date that is approximately 150 days after the Court grants preliminary approval of the Settlement.

The motion is **GRANTED**. The Final Fairness Hearing is hereby set for **Friday, December 11, 2026, at 3:00 p.m.** in Department 19.

I. Procedural History

Plaintiff filed her initial Complaint against Defendant Sunrise Farms, LLC ("Defendant") on August 21, 2024, for various wage and hour violations and related violations of the Labor Code on behalf of herself and all others similarly situated. The Complaint alleged six causes of action for: (1) Failure to Pay Wages for All Hours Worked at Minimum Wage (Lab. Code §§ 1194, 1197); (2) Failure to Pay Overtime Wages for Daily Overtime Worked and/or Failure to Pay Overtime Wages at the Proper Rate (Lab. Code §§ 510, 1194); (3) Failure to Authorize or Permit Meal Periods (Lab. Code §§ 512, 226.7); (4) Failure to Authorize or Permit Rest Periods (Lab. Code § 226.7); (5) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment (Lab. Code §§ 201, 202, 203); and (6) Unfair Business Practices (Bus. & Prof. Code § 17200, et seq.). The parties engage in informal discovery and data exchange leading up to their mediation session with Hon. Lisa

Cole (Ret.) on April 11, 2025. (Clark Decl., ¶ 5.) After a full day of negotiation, the parties reached an agreement and executed a Memorandum of Understanding. (Clark Decl., ¶ 5.) On July 8, 2025, the Court signed an order pursuant to the parties' stipulation to allow Plaintiff to file the First Amended Complaint ("FAC"). The FAC added two causes of action: (1) Failure to Indemnify Employees for Employment-Related Losses/Expenditures (Lab. Code § 2802); and (2) Failure to Provide Complete and Accurate Wage Statements (Lab. Code § 226). On May 30, 2025, the parties executed a Settlement Agreement. (Clark Decl., Exhibit 1 [the "Settlement Agreement"].) Plaintiff now moves the Court to preliminarily approve the Class Action Settlement Agreement.

II. Analysis

The purpose of evaluating a proposed class action settlement on a preliminary basis is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (See Cabraser, Cal. Class Actions and Coordinated Proceedings §14.02 (2d ed. 2011).)

A. The Prior MPA and Declaration

The Court previously continued the matter to allow Plaintiff's counsel to file an amended MPA and declaration to correct erroneous references to a PAGA allocation that does not exist in this case. Counsel filed the amended documents on June 3, 2026. To avoid confusion, the Court **STRIKES** the MPA and Clark Declaration, both filed on February 11, 2026, pursuant to C.C.P. section 436.

B. The Settlement Agreement

The Class Members include hourly, non-exempt employees who worked for Defendant during the Class Period from August 21, 2020, to December 31, 2024. (Settlement Agreement, ¶¶ 1.4, 1.8, 1.11; Exhibit A, Proposed Notice of Class Action Settlement and Hearing.) There are approximately 91 Class Members who collectively worked 9,609 total workweeks. (Settlement Agreement, ¶ 8.)

The Gross Settlement is \$287,250.00, which is approximately 14% of the realistic exposure estimated at \$ 2,021,850.00 in damages (\$432,405.00 for unpaid minimum and overtime wages, \$576,540.00 for meal breaks, \$576,540.00 for rest breaks, \$48,045.00 for unreimbursed expenses, \$218,400.00 for nonconforming wage statements, and \$169,920.00 for waiting time penalties). (Clark Decl., ¶¶12– 17.) The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administration Expenses Payment. (Settlement Agreement, ¶ 1.23.) The Net Settlement Amount is the Gross Settlement amount less the following: Class Counsel Fees (estimated \$95,750.00), Class Counsel Expenses (not to exceed \$30,000.00), Class Representative Service Payment (estimated \$10,000.00), and the Administration Expenses Payment (estimated \$6,450.00), which equals a total Net Settlement Amount of \$145,050.00. (Settlement Agreement, ¶ 1.27.) The remaining amount is to be paid to Participating Class Members as Individual Class Payments, which is a Participating Class Member's pro rata share of calculated according to the number of workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 1.24, 1.27.) For tax purposes, 10% of Individual Class Payments are allocated to settlement of wage claims, and 90% is allocated to penalties and interest. (Settlement Agreement, ¶ 3.2.4.1.) Plaintiff shall

receive Class Representative Service Payment no greater than \$10,000.00. (Settlement Agreement, ¶¶ 1.12, 3.2.1.)

The parties have chosen ILYM Group, Inc., an experienced class action settlement administrator, to serve as the Administrator. (Settlement Agreement, ¶ 1.2.) Class Counsel Fees Payment shall not exceed more than one-third of the Gross Settlement amount, which is currently estimated at \$95,750.00. (Settlement Agreement, ¶ 3.2.2.) Class Counsel Litigation Expenses Payment shall not exceed \$30,000.00. (*Ibid.*)

C. The Proposed Class and Commonality of Interests

The two basic requirements to sustain a class action are an ascertainable class and a well-defined community of interest in the questions of law and fact involved. (C.C.P. § 382; see also *Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 809.)

The proposed Class is sufficiently numerous and ascertainable as it consists of approximately 91 current and former non-exempt employees over the course of approximately 9,609 workweeks who received an estimated average rate of pay of \$20.00/hour, as identified by Defendant's employment and payroll records. (MPA, 11:11–15, 15:24–26, 16:8–9.) Additionally, common issues of law and fact predominate as the central issue is the legality of Defendant's employment policies regarding Plaintiff's claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods and premium wages for missed meal and rest periods, failure to reimburse business-related expenses, failure to provide complete and accurate wage statements, entitlement to waiting time penalties or failure to pay all wages upon separation of employment, and alleged violations of California Business & Professions Code sections 17200, et seq. (MPA, 16:22–17:2.) A class action is superior to other available means to determine these issues given the size of the Class and the commonality of claims. (MPA, 17:3–8.) Plaintiff's claims are typical of the Class claims as she worked for Defendant as a non-exempt employee and suffered the same alleged violations during the Class Period. (MPA, 16:1–7.)

D. Fair, Adequate, and Reasonable

The purpose of evaluating a proposed class action settlement on a preliminary basis is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (See *Cabraser*, Cal. Class Actions and Coordinated Proceedings §14.02 (2d ed. 2011).) A presumption of fairness applies if there has been arm's length bargaining; investigation and discovery have been sufficient to allow counsel and the court to act intelligently; class counsel is experienced in similar litigation; and the percentage of class members who object to the settlement is small. (*Ibid.*; see also *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

The parties engaged in arms-length negotiations facilitated by a highly regarded wage and hour mediator. (Clark Decl., ¶¶ 6, 9.) The parties engaged in extensive informal discovery where Plaintiff's counsel reviewed the following: (1) time records; (2) pay records; (3) information relating to the size and scope of the class; (4) data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint, including time and wage records of the entire Class. (Clark Decl., ¶ 7.) The parties also conferred about the disputed factual and legal issues involved in this case, the risks attending further prosecution, including risks related to a contested motion for class certification, and the substantial

benefits to be received pursuant to a compromise and settlement of the case. (Clark Decl., ¶ 9.) The Settlement reflects evaluation of the total number of current and former putative class members who worked during the relevant time periods, the total number of workweeks at issue during the relevant time periods; the average hourly rate for the putative class members; and other relevant information, including Defendant's Employee Handbook and Plaintiff's personnel file, wage statements, and time records in addition to the inherent risks of litigation and the state of the law. (Clark Decl., ¶ 9.)

The Settlement appears generally within the reasonable range of settlement. The estimated maximum potential recovery in this matter is approximately \$2,021,850.00 and the Settlement is \$287,250.00, which is about 14% of exposure. (Clark Decl., ¶ 17.) The proposed costs to be subtracted from the Gross Settlement appear to be reasonable at this stage. The Net Settlement amount of \$145,050.00 represents 7.17% of the maximum potential recovery, which is fair, adequate, and reasonable.

E. Notice

California Rules of Court, Rule 3.769(e), an order "must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing." Additionally, Rule 3.769(f) states that, "[i]f the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement."

The Notice will be mailed via first-class mail with a Spanish translation. (Settlement Agreement, ¶ 7.4.2.) The Notice will estimate the dollar amounts of an Individual Class payment payable to the Class Member and the number of Workweeks used to calculate the amount. (*Ibid.*) Furthermore, the Notice summarizes Class Members' legal rights, including instructions for how to opt-out of the Class Settlement, how to challenge the terms of the Settlement, how to challenge the number of Workweeks credited to the Class Member, the terms of a Class Members' release, when and where to attend the Final Fairness Hearing, and the contact information for Class Counsel and the Administrator. (Settlement Agreement, Exhibit A.) Thus, the proposed Settlement Notice attached as Exhibit A to the Settlement Agreement appears thorough and sufficient to adequately notify class members pursuant to Rule 3.769

III. Conclusion

Preliminary approval and certification of the Class, the Settlement Agreement, and Class Notice is **GRANTED**. The Final Fairness Hearing is hereby set for **Friday, December 11, 2026, at 3:00 p.m.** in Department 19. Unless oral argument is requested, the Court will sign the revised proposed order lodged with the Court on June 3, 2026.

Hearing Events/Documents Filed:

- Court announces tentative decision
- The Court adopts its previously published tentative ruling
- Signed Order Routed

Next Hearing(s) - Information current as of July 07, 2026:

November 05, 2026 3:00 PM Case Management Conference

Courtroom 19

Pardo, Oscar A

December 11, 2026 8:30 AM Other Hearing

Courtroom 19

Pardo, Oscar A

For more information please contact the Clerk's Office at (707) 521-6500 during official business hours.

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PROOF OF SERVICE BY MAIL OR ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 600 Administration Drive, Santa Rosa, CA 95403; that I am not a party to this cause; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the following document:

MINUTE ORDERS dated June 26, 2026

in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices or I electronically served by email to the person and electronic service email address listed below.

Date: July 07, 2026

Robert Oliver,
Clerk of the Court

By: **Lynn Schneider**
Lynn Schneider, Deputy Clerk

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