

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

08/25/2026

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

ESTEBAN MONTELONGO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

VENIDA PACKING COMPANY, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU302568

[Honorable Bret Hillman,
Department 2]

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

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Cassandra Polites, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: August 25, 2026
Time: 8:30 a.m.
Dept: 2

Complaint Filed: October 12, 2023
Trial Date: Not Set

1 **PROPOSED FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On January 20, 2026, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Esteban Montelongo ("Plaintiff") and Defendant Venida
8 Packing Company ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the
9 Parties' Class Action and PAGA Settlement Agreement (the "Settlement"). The Settlement is
10 attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final
11 Approval of Class Action and PAGA Settlement.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
13 Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
15 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
16 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
17 as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had herein, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 2 of this Court, the
26 Honorable Bret Hillman presiding, on August 25, 2026.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections and disputes, and the one
8 opt-out from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (“Class
11 Members”): all persons employed by Defendant in California and classified as non-exempt
12 employees from October 12, 2019, to September 19, 2025. (Settlement, ¶¶ 1.5, 1.12.)

13 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
14 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
15 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
16 Settlement do not apply to the PAGA claims.

17 6. The release of the Released PAGA Claims shall bind the following individuals
18 (“Aggrieved Employees”): all non-exempt employees employed by Defendant from October 12,
19 2022, to September 19, 2025. (*Id.* at ¶¶ 1.4, 1.30.)

20 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
21 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
22 with respect to the PAGA claims being released under the Settlement. The Court further finds that
23 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
24 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
25 therefore bound by this Final Approval Order.

26 8. The deadline to submit a Request for Exclusion or to submit written Objections and
27 disputes to the Settlement was May 4, 2026.

28 9. One Request for Exclusion was received from Elvia Molinar. Accordingly, this

1 individual is excluded from the Class, and 448 Class Members remain in the Class and are bound by
2 this Final Approval Order and the accompanying Judgment.

3 10. The Court finds that a full opportunity has been afforded to Class Members to object
4 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
5 opportunity to object to the Settlement. No written Objections and Disputes were received, and no
6 Class Members appeared at the Final Approval Hearing to present any Objections and Disputes.

7 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
8 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
9 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
10 practicable under the circumstances, by providing individual and adequate notice of the proceedings
11 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
12 requirements of due process and provided the Class Members with adequate instructions and a variety
13 of means to obtain additional information.

14 12. Effective on the date when Defendant fully funds the entire Gross Settlement
15 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
17 Parties as follows: (*Id.* at ¶ 5.)

18 a. “Released Parties” means: Defendant and all of their past and present parent
19 companies, subsidiaries, affiliates, and their officers, directors, managers,
20 employees, shareholders, partners, agents, insurers, representatives, attorneys,
21 investors, members, divisions, companies, predecessors, successors, assigns, and
22 heirs. (*Id.* at ¶ 1.40.)

23 b. Plaintiff’s Release. Plaintiff and his respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns
25 generally, release and discharge Released Parties from all claims, transactions, or
26 occurrences, including, but not limited to: (a) all claims that were, or reasonably
27 could have been, alleged, based on the facts contained, in the Operative
28 Complaint and (b) all PAGA claims that were, or reasonably could have been,

1 alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
2 Notices. ("Plaintiff's Release.") (*Id.* at ¶ 5.1.1.) Plaintiff's Release does not
3 extend to any claims or actions to enforce the Settlement, or to any claims for
4 vested benefits, unemployment benefits, disability benefits, social security
5 benefits, workers' compensation benefits that arose at any time. (*Id.*) Plaintiff
6 acknowledges that Plaintiff may discover facts or law different from, or in
7 addition to, the facts or law that Plaintiff now knows or believes to be true but
8 agree, nonetheless, that Plaintiff's Release shall be and remain effective in all
9 respects, notwithstanding such different or additional facts or Plaintiff's
10 discovery of them. (*Id.*)

11 1) Plaintiff's Waiver of Rights Under California Civil Code § 1542. For
12 purposes of Plaintiff's Release, Plaintiff expressly waives and
13 relinquishes the provisions, rights, and benefits, if any, of Section 1542
14 of the California Civil Code, which reads: A general release does not
15 extend to claims that the creditor or releasing party does not know or
16 suspect to exist in his or her favor at the time of executing the release,
17 and that if known by him or her would have materially affected his or
18 her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

19 c. Release by Participating Class Members: All Participating Class Members, on
20 behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns, release Released
22 Parties from (i) all claims that were alleged, or reasonably could have been
23 alleged through the end of the Class Period, based on the facts stated in the
24 Operative Complaint, including any and all claims involving: (1) any alleged
25 failure to pay minimum wages; (2) any alleged failure to pay overtime wages; (3)
26 any alleged failure to provide compliant meal periods, or compensation in lieu
27 thereof; (4) any alleged failure to provide compliant rest breaks, or compensation
28 in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business

1 expenses; (6) any alleged failure to pay wages due upon separation; (7) any
2 alleged failure to provide compliant accurate itemized wage statements; and (8)
3 any alleged unlawful, unfair, or fraudulent business actions or practices under
4 Business and Professions Code §§ 17200, et seq. arising out of the Labor Code
5 and Industrial Welfare Commission (“IWC”) Wage Order violations referenced
6 in the Operative Complaint. (*Id.* at ¶ 5.2.) Except as set forth in Section 5.3 of the
7 Settlement, Participating Class Members do not release any other claims,
8 including claims for vested benefits, wrongful termination, violation of the Fair
9 Employment and Housing Act, unemployment insurance, disability, social
10 security, workers’ compensation, or claims based on facts occurring outside the
11 Class Period. (*Id.*)

12 d. Release by Aggrieved Employees: All Aggrieved Employees are deemed to
13 release, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
15 the Released Parties from all claims for PAGA penalties that were alleged, or
16 reasonably could have been alleged through the end of the PAGA period, based
17 on the facts stated in the Operative Complaint and the PAGA Notice including:(1)
18 any alleged failure to pay minimum wages; (2) any alleged failure to pay overtime
19 wages; (3) any alleged failure to provide compliant meal periods, or
20 compensation in lieu thereof; (4) any alleged failure to provide compliant rest
21 breaks, or compensation in lieu thereof; (5) any alleged failure to
22 indemnify/reimburse necessary business expenses; (6) any alleged failure to pay
23 wages due upon separation; and (7) any alleged failure to provide compliant
24 accurate itemized wage statements. (*Id.* at ¶ 5.3.)

25 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
28 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to

1 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
2 the Court authorizes the Administrator to calculate and pay individual settlement shares in
3 accordance with the terms of the Settlement.

4 15. Defendant shall fully fund the Gross Settlement Amount (**\$300,000.00**), and also fund
5 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
6 the Administrator according to the following timeline and conditions: (a) a Qualified Settlement Fund
7 ("QSF") will be established where each payment constituting the Gross Settlement Amount and
8 employer-side taxes will be deposited; (b) two equal installments of \$150,000.00, starting with a first
9 payment on the date the Court grants final approval, and a second payment no later than July 21,
10 2027; (c) nothing in this payment plan will prevent Defendant from funding earlier than the deadlines.

11 16. No later than 14 days after Defendant funds the Gross Settlement Amount and after
12 final approval of the settlement is granted, the Administrator will mail checks for Individual Class
13 Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration
15 Expenses Payment.

16 17. A total amount of \$25,000.00 shall be allocated as the "PAGA Penalties," payable
17 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
18 follows: 75% (**\$18,750.00**) to the LWDA ("the LWDA PAGA Payment") and 25% (**\$6,250.00**) to
19 Aggrieved Employees (the "Individual PAGA Payments").

20 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
21 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
22 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
23 Employee, the Court approves and orders a service award to Plaintiff in the amount of **\$5,000.00** (the
24 "Class Representative Service Payment"), payable from the Gross Settlement Amount, for his
25 significant contributions and participation throughout all stages of the litigation, for the risks and
26 duties attendant to his role as the Class Representative, and for his general release of claims against
27 the Released Parties.

28 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for

1 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
2 apparent conflicts of interest with Plaintiff, other Class Members, the Administrator, or *cy pres*
3 *beneficiary* and have adequately represented Class interests. The Court approves and orders the
4 payments to Class Counsel, payable from the Gross Settlement Amount, of **\$100,000.00** for
5 reasonable attorneys' fees (the "Class Counsel Fees Payment"), and **\$23,698.38** for reimbursement
6 of out-of-pocket costs (the "Class Counsel Litigation Expenses Payment"). The Court finds that these
7 amounts are reasonable considering the benefits provided to the Class.

8 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
9 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
10 Settlement Administrator of **\$7,850.00** ("Administration Expenses Payment"), payable from the
11 Gross Settlement Amount, for settlement administration.

12 21. The Court confirms the designation of Valley Children's Hospital as the appropriate
13 *cy pres* beneficiary of any uncashed settlement checks, pursuant to California Code of Civil
14 Procedure section 384. Following the expiration of the 180-day check-cashing deadline, the
15 Settlement Administrator shall transmit the funds represented by such uncashed settlement checks to
16 Valley Children's Hospital.

17 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
18 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
19 on its website for no less than ninety (90) calendar days following entry thereof.

20 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
21 final disposition of the Action in its entirety and are intended to be immediately appealable.

22 24. The obligations set forth in the Settlement are deemed part of this Final Approval
23 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
24 carry out the Settlement according to its terms and provisions.

25 25. Following entry of the concurrently filed Judgment, and without affecting the finality
26 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
27 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
28 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing

1 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
2 by law.

3 26. The Settlement is finally approved but is not an admission by Defendant of the
4 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
5 law. Neither the Settlement nor any related document shall be offered or received in evidence in
6 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
7 necessary to consummate or enforce the Settlement.

8 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
9 March 16, 2027 at 8:30 AM in **Department 2**. Class Counsel are ordered to file a final
10 report and declaration by the Administrator regarding settlement distribution no later than
11 March 1, 2027. No appearance will be required at the Compliance Hearing if the
12 Administrator's declaration reports that all the distributions under the Agreement are complete.

13 **IT IS SO ORDERED.**

14 DATE: 08/25/2026



THE HON. BRET HILLMAN
Judge of the Superior Court, Tulare County