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Attorneys for Plaintiffs
ADRIAN ZAMUDIO GAZCA and
FELIPE LUIS VALDIVIESO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

ADRIAN ZAMUDIO GAZCA and FELIPE
LUIS VALDIVIESO, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

DAN DRAKE ENTERPRISES, LLC. and
DOES 1-10, inclusive,

Defendants.

Case No. 22CV003064

Class Action

Assigned to the Hon. Carrie M. Panetta

**[proposed] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 28, 2024
Time: 8:30 a.m.
Dept: 14

The motion of plaintiffs Adrian Zamudio Gazca and Felipe Luis Valdivieso (“Plaintiffs”) for an order granting final approval of the class action settlement (the “Settlement”) reached with defendant Dan Drake Enterprises, LLC. (“Defendant”) that the Court preliminarily approved on January 3, 2024, came regularly on for hearing. Good cause having been shown, Plaintiffs’ motion is GRANTED and IT IS HEREBY ORDERED:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties’ Stipulation Re Class Action and PAGA Settlement and Release of Claims.
2. For settlement purposes only, the Court finds that all the requirements for class

1 certification are satisfied with respect to, and certifies for settlement purposes, a Settlement Class
2 defined as “all persons who, at any time between October 10, 2018 and October 16, 2022, worked for
3 Defendant in California as non-exempt agricultural employees who were paid piece rate wages and
4 worked overtime hours during a workweek.”

5 3. The Court approves the Settlement as fair and reasonable and finds that:

6 a. the manner for providing class members notice of the Settlement comports with
7 Rule 3.766 of the California Rules of Court and the requirements of due process; and

8 b. Plaintiffs provided the Labor and Workforce Development Agency (the
9 “LWDA”) notice of the Settlement in accordance with Labor Code Section 2699(l) and the
10 LWDA has not objected to the Settlement.

11 4. The Court finds that no class members objected to the Settlement or requested to be
12 excluded from the Settlement.

13 5. The Court finds the Notice of Class Action Settlement (the “Notice Packet”) and its
14 distribution to Class Members have been implemented pursuant to the Settlement Agreement and this
15 Court’s Preliminary Approval Order. The Court also finds the Notice Packet:

16 a. constitutes notice reasonably calculated, under the circumstances, to apprise
17 Class Members of (i) pendency of this lawsuit; (ii) material terms and provisions of the
18 Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the
19 Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to appear
20 at the Final Approval Hearing; and (vi) binding effect of the order and judgment, whether
21 favorable or unfavorable, on Class Members who do not opt-out of the Settlement by
22 submitting a timely and valid Request for Exclusion;

23 b. constitutes notice fully satisfying the requirements of Code of Civil Procedure
24 section 382, Rule of Court 3.769, and due process;

25 c. constitutes notice reasonable, adequate and sufficient to the Class; and

26 d. constitutes the best practicable notice to Class Members.

27 6. The terms and provisions of the Settlement were entered in good faith and are the
28 product of arm’s-length negotiations by experienced counsel who have done a meaningful

1 investigation of the claims in the dispute. The Settlement and all its terms and provisions are fully and
2 finally approved as fair, reasonable, and adequate and in the best interests of the Parties. The Parties
3 are hereby directed to implement the Settlement according to its terms and provisions.

4 7. The Court orders that all class members are barred and enjoined from prosecuting
5 against the Released Parties all released claims as set forth in the Settlement. The terms and provisions
6 of the Settlement Agreement and this Order and Judgment are binding on the Settlement Class
7 Members, as well as their heirs, executors, and administrators, successors, and assigns. In addition,
8 those terms shall have res judicata and other preclusive effect in all pending and future claims,
9 lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those
10 claims, lawsuits, or other proceedings involve matters that were or could have been raised in this
11 matter and are encompassed by the Released Claims and the Private Attorneys General Act of 2004
12 (“PAGA”) Released Claims.

13 8. Upon the Effective Date, each Settlement Class Member, in exchange for the
14 consideration set forth in the Settlement, have been deemed to have and by operation of the Final
15 Approval Order and Judgment, will expressly have fully, finally, and forever, released, settled,
16 compromised, relinquished, and discharged all of the Released Parties of all Released Claims for any
17 period of time during the Class Period to the fullest extent permitted by law.

18 9. Upon the Effective Date, each PAGA Employee, in exchange for the consideration set
19 forth in the Settlement, will be deemed to have and by operation of the Final Approval Order and
20 Judgment, will expressly have fully, finally, and forever released, settled, compromised, relinquished,
21 and discharged all of the Released Parties of PAGA Employees’ Released Claims for any period of
22 time during the PAGA Period to the fullest extent permitted by law.

23 10. The Court orders that, in accordance with the Settlement, Defendant shall transmit to
24 the settlement administrator all funds necessary for making all the payments required under the
25 Settlement.

26 11. The Court orders that payment of settlement administration fees in the amount of
27 \$5,000 shall be made to ILYM Group, Inc. in accordance with the Settlement.
28

1 12. The Court orders that payment of settlement benefits to class members be made in
2 accordance with the Settlement.

3 13. The Court awards the amount of \$71,666.67 for attorney's fees and \$9,399.78 for
4 litigation costs, to be paid to Class Counsel to be paid out of the Gross Settlement Amount. Defendant
5 shall not be required to pay for any other attorneys' fees, costs, or disbursements incurred by Class
6 Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be
7 required to pay for any other attorneys' fees, costs, or disbursements incurred by Plaintiffs or Class
8 Members in connection with or related to this matter, Settlement, administration of the Settlement,
9 and/or Released Claims or PAGA Employees' Released Claims.

10 14. The Court awards Plaintiffs the amount of \$2,500 each as a class representative
11 enhancement payment, to be paid to Plaintiffs in accordance with the Settlement.

12 15. The Court finds the PAGA Payment of \$2,000, seventy-five percent (75%) of which
13 (\$1,500) will be paid out of the Gross Settlement Amount to the California Labor and Workforce
14 Development Agency and twenty-five percent (25%) (\$500) to all PAGA Employees, to be reasonable
15 and appropriate. The PAGA Payment is to be paid pursuant to the terms of the Settlement Agreement.

16 16. Any checks issued by the Settlement Administrator to the Settlement Class Members
17 and PAGA Employees will be negotiable for at least ninety (90) calendar days. Uncashed settlement
18 checks will be paid to the *cy pres* recipient, Greater Bakersfield Legal Assistance, Inc.

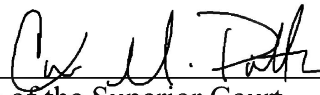
19 17. Within seven days of this order, the Settlement Administrator shall give notice of
20 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting
21 a copy of this order and final judgment on its website.

22 18. The Court retains continuing jurisdiction over the Action and the Settlement, including
23 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of (a)
24 enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c)
25 addressing such post-judgment matters as may be appropriate under court rules or applicable law.

26 19. This final judgment is intended to be a final disposition of the above-captioned action in
27 its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes
28 all claims released by the Settlement Agreement against Defendant.

1 20. The Court schedules a final accounting hearing for January 17, 2025 at
2 8:30 a.m.

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4 Dated: 7/12/2024



Judge of the Superior Court
CARRIE M. PANETTA

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PROOF OF SERVICE

Gazca v. Dan Drake Enterprises
Monterey Superior Court, Case No. 22CV003064

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 16021 Aiglon St., Pacific Palisades, California 90272.

I served the document described as **[proposed] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action listed below or on the attached service list as follows:

[x]	BY E-MAIL: Based on court order or the agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email address listed below.
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SERVICE LIST

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Attorneys for Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 14, 2024 at Pacific Palisades, California.



Gregory N. Karasik