

BY Fogerson, Vickie  
DEPUTY

Roman Otkupman, CSBN 249423  
*Roman@OLFLA.com*

Nidah Farishta, CSBN 312360  
*Nidah@OLFLA.com*

**OTKUPMAN LAW FIRM, A LAW CORPORATION**  
5743 Corsa Ave., Suite 123  
Westlake Village, CA 91362  
Telephone: (818) 293-5623  
Facsimile (888) 850-1310

Attorney for Plaintiff,  
Samuel Barrientos Ruiz, on behalf of himself and all others similarly situated, and on behalf of the  
general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF KERN**

SAMUEL BARRIENTOS RUIZ, on behalf of  
himself and all others similarly situated, and  
on behalf of the general public,

Plaintiff,

vs.

ROBINSON CALF RANCH, LLC, a Limited  
Liability Company, and DOES 1 through 10,  
inclusive.

CASE NO.: BCV-23-100947

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on January 29, 2025, in Division H, before the Honorable Bernard C. Barmann, Jr. presiding. The Court having considered the Class Action and PAGA Settlement Agreement between Plaintiff SAMUEL BARRIENTOS RUIZ (“Plaintiff”) and Defendant ROBINSON CALF RANCH (“Defendant”), erroneously sued as Robinson Calf Ranch, LLC, (collectively, the “Parties”), Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION SETTLEMENT**

**IT IS HEREBY ORDERED:**

1. The Court grants preliminary approval and conditional certification of the Class upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement”). All terms herein have the same meaning as defined in the Settlement. The terms set for in the Settlement appear to be fair, adequate, and reasonable to the Class;
2. The Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary basis, that the Settlement is fair, adequate, and falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. The Court further finds that the Settlement has been reached as the result of serious and non-collusive, arm’s-length negotiations by the Parties;
3. The Court conditionally finds, for settlement purposes only, that the proposed Settlement Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure. The Court provisionally certifies the Settlement Class for settlement purposes only, pursuant to California Code of Civil Procedure Section 382 and California Rules of Court, rule 3.764. For purposes of this Preliminary Approval Order, the “Settlement Class” means all non-exempt hourly California employees who worked for Defendant Robinson Calf Ranch, erroneously sued as Robinson Calf Ranch, LLC, at any time during the Class Period (collectively, “Class Members”). The “Class Period” shall mean the period of time from March 27, 2019 through the date of preliminary approval of this Settlement;
4. Should for any reason the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context;
5. The Court grants, for settlement purposes only, preliminary approval of Plaintiff Samuel

1 Barrientos Ruiz as Class Representative;

2 6. The Court grants, for settlement purposes only, preliminary approval of Otkupman Law  
3 Firm, A Law Corporation, as Class Counsel. The Court conditionally finds, for settlement  
4 purposes only, that Class Counsel is qualified to serve as counsel for the Class Representative  
5 in his own capacity and his representative capacity and for the Class;

6 7. The Court grants preliminary approval of Settlement of claims as set forth in the Settlement  
7 Agreement;

8 8. To facilitate administration of the Settlement pending final approval, the Court hereby  
9 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or  
10 administrative proceedings (including filing or pursuing claims with the California Division  
11 of Labor Standards Enforcement) regarding claims released by the Settlement, unless and  
12 until such Class Members have filed valid Requests for Exclusion with the Settlement  
13 Administrator;

14 9. The Court approves the proposed Class Notice and Exclusion Form;

15 10. The Court grants preliminary approval of the Gross Settlement Amount of Three Hundred  
16 Thousand Dollars (\$300,000.00);

17 11. The Court grants preliminary approval of ILYM Group ("ILYM") as Settlement  
18 Administrator and payment of service in an amount up to Twenty-Five Thousand Dollars  
19 (\$25,000.00);

20 12. The Court grants preliminary approval of a Class Representative Enhancement Payment to  
21 Plaintiff Samuel Barrientos Ruiz in an amount up to Fifteen Thousand Dollars (\$15,000.00);

22 13. The Court grants preliminary approval of the payment to Class Counsel of reasonable  
23 attorney's fees of One Hundred Five Thousand Dollars (\$105,000.00) and costs up to  
24 Twenty Thousand Dollars (\$20,000.00);

25 14. The Court grants preliminary approval of the PAGA Payment in the amount of Twenty-  
26 Five Thousand Dollars (\$25,000.00). Seventy-five percent (75%) of this amount, will be  
27 paid to the LWDA and twenty-five percent (25%) of this amount, will be paid to the  
28

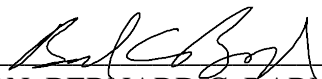
Aggrieved Employees on a pro rata basis;

15. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. The Court orders the following Implementation Schedule for further proceedings:

	Event	Date
a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[14 calendar days after Order granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Notice	[14 calendar days after receiving Class Data]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Notice, plus an additional 14 days for Class Members whose Notice is re-mailed]
d.	Deadline for Receipt by Settlement Administrator of any Objections to Settlement	[60 calendar days after mailing of the Notice, plus an additional 14 days for Class Members whose Notice is re-mailed]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to provide Declaration of Due Diligence and Proof of Mailing	[14 calendar days before date by which Plaintiff must file Motion for Final Approval]
g.	Final Fairness Hearing and Final Approval	Date: <u>June 18, 2025</u> Time: 8:30 a.m. <u>in Division H</u>

	Event	Date
h.	Deadline for Defendant to fund Gross Settlement Amount	[14 calendar days after Effective Date] (if Settlement is Effective)
i.	Deadline for Settlement Administrator to mail the Settlement Awards, the Enhancement Award, and the Attorneys' Fees and Costs (if Settlement is Effective)	[14 calendar days after Defendant fully funds Gross Settlement Amount] (if Settlement is Effective)
j.	Deadline for Settlement Administrator to Provide Declaration of Disbursement (if Settlement is Effective)	[14 calendar days after check cashing deadline] (if Settlement is Effective)

DATED: January 29, 2025

  
HON. BERNARD C. BARMANN, JR.  
JUDGE OF THE SUPERIOR COURT

Signed: 1/29/2025 09:17 AM