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Attorneys for Plaintiffs, MARIA VALLADOLID,
on behalf of herself and all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

MARIA VALLADOLID, an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

TUDOR RANCH, INC., a California
corporation; JAIME ZEDEPA LABOR
CONTRACTING, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2202237

[Assigned for all Purposes to Honorable
Harold W. Hopp, Historic Courthouse in Dept.
1]

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

1 This Court, having considered the motion of Plaintiffs Maria Valladolid and Armando
2 Valladolid ("Plaintiffs"), for Preliminary Approval of the Class Action and Representative Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for
4 Preliminary Approval"), the Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiff Maria
5 Valladolid, Armando Valladolid, Joint Stipulation of Class and PAGA Representative Action
6 Settlement and Release (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed
7 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"),
8 and other documents submitted in support of the Motion for Preliminary Approval, hereby
9 **ORDERS, ADJUDGES AND DECREES THAT:**

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

12 2. The Court certifies the following settlement class ("Settlement Class," "Settlement
13 Class Members" or "Class Members") for the purpose of settlement only: all persons employed by
14 Defendants Tudor Ranch, Inc. and Jaime Zepeda Labor Contracting, Inc. (collectively,
15 "Defendants") and classified as a non-exempt employee who worked for Defendants from June 2,
16 2018 through June 16, 2024 (the "Class Period") in the State of California.

17 3. The Court preliminarily appoints the named Plaintiffs as Class Representative. The
18 Court also preliminarily appoints David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group as
19 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
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1 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
2 delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
4 negotiations utilizing an experienced third-party neutral.

5 5. The Court approves, as to form and content, the Class Notice that has been submitted
6 herewith and attached hereto as Exhibit 1, the Request for Exclusion Form attached as Exhibit 2,
7 and the Objection Form, attached as Exhibit 3.

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

12 7. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$695,000.00 which is inclusive of: attorneys' fees of no more than thirty-five
14 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
15 Agreement, amounts to \$243,250.00, in addition to actual costs incurred of up to \$30,000.00; a
16 service payment of not to exceed \$15,000.00 to the Plaintiffs; costs of settlement administration of
17 not to exceed \$15,850.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the
18 amount of \$25,000.00, of which \$18,750.00 (75%) will be paid to the Labor and Workforce
19 Development Agency ("LWDA") and \$6,250.00 (25%) to Aggrieved Employees.

20 8. "Aggrieved Employee" means all persons employed by Defendants in California and
21 classified as non-exempt, hourly-paid employees who worked for Defendants during the period from
22 June 2, 2021 through the end of the Class Period ("PAGA Period")..

23 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
24 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

25 10. Class Member's "Workweek" shall mean any workweek during the Class Period in
26 which a Class Member worked for Defendants in California.

27 11. Defendants represent that there are no more than 21,235 Workweeks worked during
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1 the Class Period. The Workweek Value shall be calculated by dividing the originally agreed-upon
2 Gross Settlement Amount (\$695,000.00) by 21,235 workweeks, which amounts to a Workweek
3 Value of \$32.70. In the event the number of Workweeks worked by Class Members during the Class
4 Period increases by more than 10%, or 2,124 Workweeks, then the Gross Settlement Amount shall
5 be increased proportionally by the Workweeks in excess of 23,359 Workweeks multiplied by the
6 Workweek Value or the Class Period will be cut off when 21,235 workweeks is reached. This
7 election will be at Defendants' Option. Thus, for example, should there be 23,360 Workweeks in
8 the Class Period, then the Gross Settlement Amount shall be increased by subtracting 23,359 from
9 the actual Workweeks and multiplying the difference by the Workweek Value. ((23,360 workweeks
10 – 23,359 workweeks) x \$32.70 = \$32.70) Defendants shall notify Class Counsel of their election
11 within five (5) days of when the Settlement Administrator informs the Parties that the number of
12 Workweeks during the Class Period has exceeded 23,359 Workweeks. Otherwise, Defendants'
13 election to cut off the Class Period at 21,235 workweeks is forfeited and the Gross Settlement
14 Amount will be automatically increased.

15 12. The Court deems, ILYM Group, Inc. ("Settlement Administrator" or
16 "Administrator"), and payment of administrative costs, not to exceed \$15,850.00 out of the Gross
17 Settlement Amount for services to be rendered by ILYM Group, Inc. on behalf of the class.

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

25 14. The Settlement Administrator shall perform an address search using the United States
26 Postal Service National Change of Address ("NCOA") database and update the addresses contained
27 on the Class List with the newly-found addresses, if any.

1 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Member data from Defendants and after it has completed all of the address
3 updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class
4 Members, in English and Spanish.

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

11 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
12 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
13 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
14 Class Notice is re-mailed).

15 18. Participating Class Members may send written objections to the Administrator, by
16 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
17 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
18 Member who elects to send a written objection to the Administrator must do so not later than 45
19 days after the Administrator’s mailing of the Class Notice (plus an additional 15 days for Class
20 Members whose Class Notice was remailed).

21 19. Class Member shall have 45 days after the Administrator mails the Class Notice (plus
22 an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number
23 of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
24 Notice. Anyone who fails to send timely written objections in this manner shall be deemed to have
25 waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order
26 issued by the Court. The Parties may file a response to any objections submitted by objecting
27 Participating Class Members at or prior to the Final Approval Hearin.
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20. If a Class Member submits both an objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled.

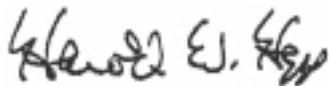
21. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed 16 Court days in advance of the Final Fairness and Approval Hearing.

22. A Final Fairness and Approval Hearing shall be held with the Court on September 10, 2025 at 8:30 a.m. in Department 1 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service payment to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

23. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Controller of the State of California to be held by the Unclaimed Property Fund in the name of the individual to whom the uncashed check was addressed.

IT IS SO ORDERED.

Dated: 07/14/2025



Judge of the Superior Court
Honorable Harold W. Hopp