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Attorneys for Plaintiff
YURY ALEXANDER ROQUE CAMPOS
individually, and on behalf of all others
similarly situated

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

YURY ALEXANDER ROQUE CAMPOS, an
individual, on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

BORBA DAIRY FARMS, LP, a California
limited partnership; BORBA DAIRY FARMS
HOME RANCH L.P., a California limited
partnership; BORBA FAMILY WINTON
RANCH LIMITED PARTNERSHIP, a
California limited partnership; BDF CUSTOM
CHOPPING, INC., a California corporation;
BDF LANDHOLDINGS, LP, a California
limited partnership; B-6 DAIRY, L.P., a
California limited partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No. 19CV-03966

CLASS ACTION

[Assigned for all purposes to the Honorable
Brian McCabe, Courtroom 8]

~~PROPOSED~~ JUDGMENT

Date: August 27, 2021
Time: 8:15 a.m.
Courtroom: 8

Action Filed: September 11, 2019
Trial Date: None Set

FILED
MERCED COUNTY
2021 AUG 27 AM 10:56

CLERK OF THE
SUPERIOR COURT
[Signature]
DEPUTY

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JUDGMENT

1. In accordance with and for the reasons stated in the Court’s Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement, Judgment shall be entered whereby, upon the Effective Date, Plaintiff Yury Alexander Roque Campos (“Plaintiff”) and all Participating Class Members shall take nothing from Defendants, except as expressly set forth in the Stipulation of Class Action Settlement (“Settlement” or “Stipulation”), attached as **Exhibit 1** to the Declaration of Matthew J. Matern in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement.

2. All defined terms contained herein shall have the same meanings as set forth in the Settlement.

3. Solely for purposes of effectuating this Settlement, this Court has certified a Class defined as follows:

All persons employed by Defendants Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF Landholdings, LP; and/or B-6 Dairy, L.P. in the State of California at any time during the period from September 11, 2015 through January 3, 2021 as a non-exempt employee.

4. The Court finds that the following two (2) Class Members have requested exclusion from the Settlement and are not bound by the terms of the Settlement: Adelino P. Reis and Francisco Lopez.

5. As of the Effective Date, in exchange for the consideration set forth in the Settlement, Participating Class Members will be deemed to have, and by operation of the Final Approval Order and Judgment, will have, expressly waived and released the Released Parties of the Released Claims (as defined in the Settlement) to the fullest extent permitted by the law. All Settlement Class Members will be bound by a release of all claims and causes of action falling within the definition of Released Claims.

“Released Parties” means Defendants Borba Dairy Farms, LP; Borba Dairy Farms Home Ranch L.P.; Borba Family Winton Ranch Limited Partnership; BDF Custom Chopping, Inc.; BDF Landholdings, LP; and B-6 Dairy, L.P., and their respective present or former parents, subsidiaries

1 and affiliates, and officers, directors, employees, partners, shareholders, attorneys and agents, and
2 any other successors, assigns, or legal representatives.

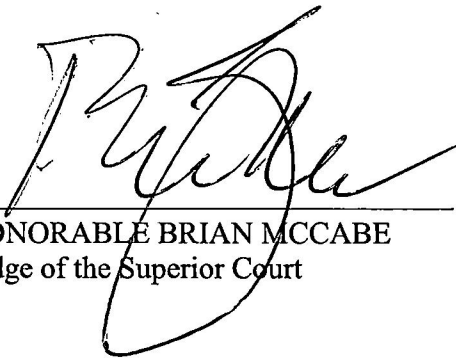
3 "Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of
4 action that were pleaded or could have been pleaded based upon the factual allegations set forth in
5 the Complaint filed in the Action and arising at any time during the Class Period, including claims
6 for (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3)
7 Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wage; (5) Failure to Pay All
8 Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7)
9 Failure to Furnish Accurate Itemized Statements; (8) Failure to Indemnify Employees for
10 Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business
11 Practices; and (10) Penalties under the Labor Code Private Attorneys General Act. In addition,
12 Plaintiff has agreed to a general release of all claims against Defendants and a waiver of California
13 Civil Code section 1542.

14 6. The Court reserves exclusive and continuing jurisdiction over the action, the Class
15 Representative, the Participating Class Members, and Defendants for purposes of supervising the
16 implementation, enforcement, construction, administration and interpretation of the Settlement and
17 this Judgment.

18 7. The Settlement Administrator shall post notice of this Judgment on its website
19 within ten (10) calendar days of the Court's entry of this Judgment.

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21 IT IS SO ORDERED AND ADJUDICATED.

22
23 DATED: AUG 27 2021


HONORABLE BRIAN MCCABE
Judge of the Superior Court

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PROOF OF SERVICE

Campos v. Borba Dairy Farms, LP, et al.
Merced Superior Court Case No. 19CV-03966

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On August 5, 2021, I served the following document or documents:

[PROPOSED] JUDGMENT

By e-mail or electronic transmission. I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Anthony P. Raimondo, Esq. Gerardo V. Hernandez, Esq. Steven R. Wainess, Esq. James D. Miller, Esq. RAIMONDO & ASSOCIATES, APC 7110 N. Marks Ave. Suite 104 Fresno, CA 93711 Telephone: (559) 432-3000 E-mail: apr@raimondoassociates.com gvh@raimondoassociates.com srw@raimondoassociates.com jdm@raimondoassociates.com	Attorneys for Defendant BORBA DAIRY FARMS, LP, BORBA DAIRY FARMS HOME RANCH, LP, BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP, BDF CUSTOM CHOPPING, INC., BDF LANDHOLDINGS, and B-6 DIARY, L.P.
George P. Rodarakis, Esq. Eric Sousa, Esq. RODARAKIS & SOUSA, APC 100 Sycamore Ave., Suite 101 Modesto, CA 95354 Telephone: (209) 554-5232 E-mail: grodarakis@rodsoulaw.com esousa@rodsoulaw.com	Attorneys for Defendant BORBA DAIRY FARMS, LP, BORBA DAIRY FARMS HOME RANCH, LP, BORBA FAMILY WINTON RANCH LIMITED PARTNERSHIP, BDF CUSTOM CHOPPING, INC., BDF LANDHOLDINGS, and B-6 DIARY, L.P.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 5, 2021 at Manhattan Beach, California.



Crystal Owings