

**FILED**

SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA

**08/22/2024**

Darrel E. Parker, Executive Officer

BY Barajas-Garcia, Cynthia

Deputy Clerk

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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA**

GERARDO MARTINEZ and DAYSI

GONZALEZ, individuals, on behalf of

themselves and all others similarly situated,

Plaintiffs,

v.

BOB CAMPBELL RANCHES, INC., a

California Corporation; SURF PACKING, INC.,

a California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 21CV02718

**~~{Proposed}~~ Order Granting Preliminary  
Approval of Class Action Settlement**

Date: August 21, 2024

Time: 8:30 a.m.

Dept.: SM1

Judge: ~~Hon. Patricia L. Kelly~~  
**Timothy J. Staffel**

1 Plaintiffs' unopposed Motion for Preliminary Approval of a Class Action Settlement came  
2 before this Court on July 30, 2024 in Department SM1, the Honorable Patricia L. Kelly presiding.  
3 The Court having considered the papers submitted in support of the application of the parties,  
4 HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class  
6 based upon the terms set forth in the Settlement Agreement and Release of Class and PAGA Action  
7 (the "Settlement Agreement") attached herein as **Exhibit A**. All terms used herein shall have the  
8 same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement  
9 Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily  
10 approves the terms of the Settlement Agreement, including, without limitation:

- 11 a. A non-reversionary Gross Settlement Amount of **\$145,000.00**;
- 12 b. Court approved attorneys' fees to Class Counsel of up to **\$48,333.33**,  
13 representing one-third of the Gross Settlement Amount;
- 14 c. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 15 d. Enhancement Award of **\$15,000.00** (\$7,500.00 to each Class Representative);
- 16 e. Fees and Costs of the Settlement Administrator of up to **\$12,000.00**; and
- 17 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to  
18 the California Labor & Workforce Development Agency for its portion of  
19 the PAGA penalties.

20 2. This Court has considered the papers in support of the Motion and the Settlement  
21 Agreement and finds that, pursuant to California Rules of Court, Rule 3.769(d), the proposed Class  
22 should be certified for settlement purposes only. Specifically, the Court finds for settlement  
23 purposes only that: (a) the proposed Class is ascertainable; (b) the proposed Class is sufficiently  
24 numerous; (c) the proposed Class meets the commonality requirements; (d) the claims of the Class  
25 Representatives are typical of the claims of the proposed Class Members; (e) the Class  
26 Representatives' counsel has and is able to adequately represent the proposed Class; (f) the Class  
27 Representatives are adequate to represent the Class; and (g) class-wide treatment of this dispute is  
28 superior to individual litigation because common issues predominate over individual issues for  
settlement purposes.

1           3.     The Settlement falls within the range of reasonableness and appears to be  
2 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
3 and final approval by this Court.

4           4.     A final fairness hearing on the question of whether the proposed Settlement and the  
5 attorneys' fees and costs to Class Counsel should be finally approved as fair, reasonable and  
6 adequate as to the members of the Class is scheduled on the date and time set forth in the  
7 implementation schedule in Paragraph 14 below.

8           5.     This Court approves, as to form and content, the Notice of Proposed Class Action  
9 Settlement ("Class Notice"), attached herein as **Exhibit B**. The Court approves the procedure for  
10 Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the  
11 Settlement Agreement.

12           6.     The Court directs the mailing of the Class Notice by first class mail to the Class  
13 Members in accordance with the Implementation Schedule set forth below. The Court finds the  
14 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation  
15 Schedule, meet the requirements of due process and provide the best notice practicable under the  
16 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

17           7.     It is ordered that the Settlement Class is preliminarily certified for settlement  
18 purposes only.

19           8.     The Court preliminarily certifies for settlement purposes only the Settlement Class  
20 defined as follows: *all individuals who are or were employed by Defendant as non-exempt*  
21 *employees in California, but excluding any individuals or periods of time for individuals who have*  
22 *previously settled the Released Class Claims against Defendant, for claims that accrued during*  
23 *the Class Period. See Settlement Agreement, at § 1.7. The Class Period is defined as June 30, 2017,*  
24 *through the date of preliminary approval of settlement. See Settlement Agreement, at § 1.10.*

25           9.     The Court preliminarily approve for settlement purposes only the PAGA Settlement  
26 Class defined as follows: *all individuals who are or were employed by Defendants as non-exempt*  
27 *employees in California during the PAGA Period, and who have not previously settled the Released*  
28 *PAGA Claims against Defendant, for claims that accrued during the PAGA Period. See Settlement*  
*Agreement, at § 1.30. The PAGA Period is defined as the period from July 1, 2020, through the*

1 date of preliminary approval of the settlement. *See* Settlement Agreement, at § 1.29.

2 10. All Settlement Class members who do not timely opt out will release those claims  
3 alleged, or that reasonably could have been alleged, arising out of or related to the allegations set  
4 forth in the Complaint and/or PAGA notice to the LWDA, which arose during the Class Period,  
5 including claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor  
6 Code sections 1194 and 1194.2, and the Applicable Wage Order; **(2)** failure to pay proper overtime  
7 wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order;  
8 **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of  
9 Labor Code section 226.7 and the Applicable Wage Order; **(4)** failure to provide compliant meal  
10 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512,  
11 and the Applicable Wage Order; **(5)** failure to pay timely wages during employment in violation  
12 of Labor Code sections 204, 210; **(6)** failure to pay all wages due and owing at separation in  
13 violation of Labor Code sections 201, 202, and 203; **(7)** failure to reimburse business expenses in  
14 violation of Labor Code sections 2802 and 2804; **(8)** failure to provide complete and accurate wage  
15 statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or  
16 otherwise unlawful business practices based on the foregoing in violation of California's Unfair  
17 Competition Law (Bus. & Prof. Code, §§ 17200–17210); and **(10)** all claims for liquidated  
18 damages, penalties, interest, fees, costs based on the foregoing. *See* Settlement Agreement, at §  
19 1.34.

20 11. The Court confirms Gerardo Martinez and Daysi Gonzalez as Class  
21 Representatives, and Jonathan Melmed, Laura Supanich, and Michiko Vartanianof Melmed Law  
22 Group P.C. as Class Counsel.

23 12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

24 13. To facilitate administration of the Settlement pending final approval, the Court  
25 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or  
26 administrative proceedings (including filing claims with the Division of Labor Standards  
27 Enforcement of the California Department of Industrial Relations) regarding claims released by  
28 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with

the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

14. The Court orders the following **Implementation Schedule** for further proceedings:

|    |                                                                                                                             |                                                              |
|----|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| a. | Deadline for Defendant to Submit Class Member Information to Settlement Administrator                                       | [within 14 days after the Preliminary Approval Date]         |
| b. | Deadline for Settlement Administrator to Mail Notice to Class Members                                                       | [within 28 days after the Preliminary Approval Date]         |
| c. | Deadline for Class Members to Postmark Requests for Exclusion                                                               | [45 days after mailing of the Class Notice]                  |
| d. | Deadline for Class Members to submit any Objections to Settlement                                                           | [45 days after mailing of the Class Notice]                  |
| e. | Deadline for Settlement Administrator to provide a Declaration of Due Diligence and Proof of Mailing to Class Counsel       | [21 days prior to Final Approval and Fairness Hearing]       |
| f. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs | [16 Court days prior to Final Approval and Fairness Hearing] |
| g. | <b>Final Approval and Fairness Hearing</b><br>(the Court's first available date after December 16, 2024)                    | <b>January 08, 2025 at 8:30 a.m</b>                          |

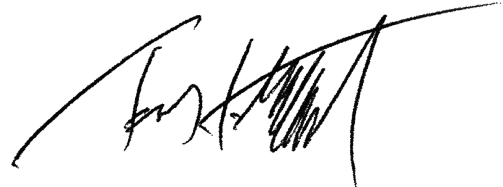
15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

1           16.     The Court shall retain jurisdiction over the Action for all purposes pursuant to  
2 California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the  
3 terms of the Settlement.

4           **IT IS SO ORDERED.**

5  
6  
7           **08/22/2024**

8       Dated: \_\_\_\_\_



9           **Timothy J. Staffel**  
Judge of the Superior Court, Santa Barbara

10                   for Judge Patricia Kelly  
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