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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 11/18/2025
By Deputy: Gomez, Daniel

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF**

12 GABRIEL QUEZADA, individually, and on
13 behalf of other members of the general public
14 similarly situated;

15 Plaintiff,

16 v.

17 B & P PACKING CO., INC.; a California
18 corporation; and DOES 1 through 100,
19 inclusive;

20 Defendants.

Case No.: 22CV002327

Assigned for All Purposes to:
Honorable Carrie M. Panetta
Department 14

21 **CLASS ACTION**

22 **~~[PROPOSED]~~ ORDER OF FINAL**
23 **APPROVAL AND JUDGMENT**

24 Hearing Date: November 14, 2025
25 Hearing Time: 8:30 a.m.
26 Hearing Place: Department 14

27 Complaint Filed: August 8, 2022
28 FAC Filed: January 31, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Gabriel Quezada's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On March 5, 2025, Plaintiff and Defendant B & P Packing Co., Inc. ("Defendant")
6 entered the Settlement Agreement.

7 On June 24, 2025, the Court entered an order preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On November 14, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
16 set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all hourly-paid, non-exempt
25 employees of Defendant within the State of California at any time during the period from
26 February 18, 2018, through June 24, 2025 ("Class," "Class Members," and "Class Period").
27 There are three hundred thirteen (313) Class Members who did not submit valid and timely
28 Requests for Exclusion from the Settlement ("Participating Class Members").

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement and satisfied the requirements
3 of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its
6 distribution to the Class Members have been implemented pursuant to the Agreement and
7 Preliminary Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement and their rights; (iii) their right to object to any aspect of the
11 Agreement; (iv) their right to exclude themselves from the Settlement;
12 (v) their right to receive settlement payments; (vi) their right to appear at
13 the Final Approval Hearing; and (vii) the binding effect of the orders and
14 judgment in this lawsuit on all Participating Class Members;
15 b. Constitutes notice that fully satisfied the requirements of Code of Civil
16 Procedure section 382, Rule of Court 3.769, and due process;
17 c. Constitutes the best practicable notice to the Class Members under the
18 circumstances of this lawsuit; and
19 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

20 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
21 preclude any action to enforce the terms and provisions of the Settlement.

22 7. Final Settlement Approval. The terms and provisions of the Settlement
23 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
24 experienced counsel who have carried out and meaningfully investigated the disputed claims.
25 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
26 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
27 Settlement Agreement according to its terms and provisions.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement
2 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. Those terms shall have res judicata and other preclusive effect in all
5 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
6 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
7 could have been raised in this lawsuit and are encompassed by the Released Class Claims and
8 Released Private Attorneys General Act of 2004 ("PAGA") Claims.

9 9. Release by the Participating Class Members. Effective on the date when
10 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
11 owed on the Wage Portion of the Individual Class Payments, all the Participating Class
12 Members, on behalf of themselves and their former and present representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
14 Released Class Claims.

15 a. Release by the Aggrieved Employee. Effective on the date when
16 Defendant fully funds the entire Gross Settlement Amount and funds all
17 employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, all the Participating and Non-Participating Class Members, who
19 are Aggrieved Employees, are deemed to release, on behalf of themselves
20 and their former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, the Released Parties from the
22 Released PAGA Claims.

23 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
24 entire Gross Settlement Amount and funds all employer payroll taxes
25 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
26 his former and present spouses, representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns generally release and discharge the
28 Released Parties from the Plaintiff's Release. Plaintiff also expressly

1 waives and relinquishes the provisions, rights, and benefits, if any, of
2 section 1542 of the Civil Code.

3 c. Released Parties. The Released Parties include Defendant and its parents,
4 shareholders, members, predecessors, successors, all affiliates,
5 subsidiaries, officers, directors, members, agents (including any
6 investment bankers, accountants, insurers, reinsurers, attorneys and any
7 past, present, or future officers, directors, and employees), employees, and
8 stockholders.

9 10. Gross Settlement Amount. The Court approves the payment of the Gross
10 Settlement Amount of \$195,000 to be paid by Defendant.

11 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
12 Payment. The Court finds the Class Counsel Fees Payment of \$68,250, to be reasonable and
13 appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement
14 of actual litigation costs of ~~\$21,834.42~~ ^{\$19,934.42}, to be reasonable and appropriate. Such fees and costs are
15 to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required
16 to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
17 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
18 be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by
19 Plaintiff or Class Members in connection with or related to this matter.

20 a. Courts have an independent right and responsibility to review Class
21 Counsel Fees Payments and only award so much as determined
22 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
23 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
24 \$68,250 (35% of the Gross Settlement Amount) are supported by the
25 percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1
26 Cal.5th 480, 504.) Considering the results achieved, financial risk
27 undertaken, difficulty of this litigation, skills required, percentage fees
28 awarded in other cases, and contingent fees charged in the private

1 marketplace, the Court finds that the Class Counsel Fees Payment is
2 reasonable and is approved.

- 3 b. The Court has reviewed the Declaration of Douglas Han regarding costs
4 expended in prosecuting this case. Pursuant to the Settlement, Class
5 Counsel may seek reimbursement of up to \$25,000 in litigation costs. The
6 Court finds that Class Counsel expended \$21,834.42 in litigation costs and
7 that such costs were reasonable. Thus, the Court approves the Class
8 Counsel Litigation Expenses Payment of \$21,834.42 as reimbursement of
9 Class Counsel's litigation costs.

10 12. Class Representative Service Payment. The Court finds the Class
11 Representative Service Payment of \$7,500, to be paid to Plaintiff out of the Gross Settlement
12 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
13 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

- 14 a. The rationale for making enhancement payments is that the class
15 representatives should be compensated for the expense and risk incurred in
16 conferring a benefit on the Class. Criteria courts consider include: (i) class
17 representative risk in commencing suit; (ii) notoriety and personal
18 difficulties encountered; (iii) amount of time and effort spent by class
19 representatives; (iv) litigation duration; and (v) personal benefit (or lack
20 thereof) enjoyed by the class representatives.

- 21 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
22 involvement in this case. Given the risks inherent in serving as the class
23 representative, duration of the case, time involved, and benefits created for
24 the Class, the Court approves the Class Representative Service Payment of
25 \$7,500 to be paid to Plaintiff.

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1 13. Administration Expenses Payment. The Court finds the Administration
2 Expenses Payment of \$8,990, to be paid to the Administrator from the Gross Settlement Amount,
3 to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to
4 the terms and provisions set forth in the Settlement Agreement.

5 a. The Court has reviewed the Declaration of Madely Nava from Apex Class
6 Action Administration, the Administrator. The Court finds that notice
7 provided to the Class pursuant to the Preliminary Approval Order
8 constitutes the best practicable notice to the Class and satisfied due
9 process. The Court approves the Administration Expenses Payment of
10 \$8,990 for the Administrator's services in administering the Settlement.

11 14. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000, sixty-
12 five percent (65%) of which (\$6,500) will be paid to the California Labor and Workforce
13 Development Agency out of the Gross Settlement Amount and thirty-five percent (35%) of
14 which (\$3,500) will be distributed to the Aggrieved Employees, on a pro rata basis, to be
15 reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
16 provisions set forth in the Settlement Agreement.

17 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
18 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends that
19 the Settlement was the product of arm's-length negotiations following litigation, discovery, and
20 exchange of documentation. The negotiations were facilitated with the aid of Mark Rudy, an
21 experienced, well-respected mediator.

22 a. There were no objections to and no requests for exclusion from the
23 Settlement, displaying the fairness of the Settlement.

24 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
25 Settlement Amount by transmitting the funds to the Administrator no later than the Effective
26 Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement
27 Amount, the Administrator will mail checks to the appropriate entities and persons.

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1 17. Uncashed Checks. The Class Members must cash or deposit their
2 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
3 Uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient Boys &
4 Girls Clubs of Monterey.

5 18. Compliance Hearing. The Court sets a compliance hearing on June 26,
6 2026 in Department 14. A compliance status report shall be filed no later than five (5) court days
7 before this hearing. Pursuant to Code of Civil Procedure section 384, the compliance status
8 report shall specify the total amount paid to the Participating Class Members and the residual of
9 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
10 herein.

11 19. Modification of the Agreement. The Agreement may be amended or
12 modified only by a written instrument signed by all Parties and their counsel or their
13 representatives/successors-in-interest. Such amendments or modifications shall be consistent
14 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

15 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
16 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
17 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
18 and for any other necessary purpose, including, without limitation:

19 a. Entering such additional orders as may be necessary or appropriate to
20 protect or effectuate this Order and Judgment approving the Settlement
21 Agreement, and permanently enjoining Plaintiff from initiating or
22 pursuing related proceedings, or to ensure the fair and orderly
23 administration of the Settlement Agreement;

24 b. Enforcing the terms and provisions of the Settlement Agreement and
25 resolving any disputes, claims, or causes of action in this lawsuit that, in
26 whole or in part, are related to or arise out of the Settlement Agreement or
27 this Order and Judgment; and

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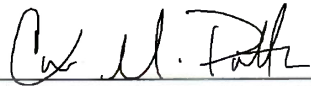
1 c. Entering any other necessary or appropriate orders to protect and
2 effectuate this Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
5 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

6 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
7 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
8 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
9 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
10 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
11 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

12 IT IS SO ORDERED.

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14 DATED: 11/14/2025



HONORABLE CARRIE M. PANETTA
SUPERIOR COURT JUDGE

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16 The case is set for final status report on the distribution of funds on June 30, 2026, at 10:00 a.m.
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On November 19, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Quezada v. B & P Packing Co., Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1073410-25**
Court Case No.: 22CV002327
Monterey County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 19, 2025, at Pasadena, California.



Mariah Anderson