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individually and on behalf of all others similarly situated.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SHASTA**

GENARO CASTELLANOS and
ALEJANDRO GANDARILLA PARRA,
individually and on behalf of all others
similarly situated, and on behalf of all
aggrieved employees,

Plaintiffs,

vs.

BEAR TRACKS HOLDINGS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

FILED

JUL 30 2026

SHASTA COUNTY SUPERIOR COURT
BY: J. MARTINSON, DEPUTY CLERK

CASE NO. 25CV-0207058
[Unlimited Civil Jurisdiction]

*Assigned for All Purposes to the Hon. Bradley L.
Boeckman, Dept. 64*

CLASS AND REPRESENTATIVE ACTION

^{RB}
~~[PROPOSED]~~ ORDER PRELIMINARILY
APPROVING CLASS AND PAGA ACTION
SETTLEMENT

*[Filed concurrently with Motion for Preliminary
Approval of Class and PAGA Action Settlement;
Declaration of Zachary D. Greenberg, Esq.;
Declaration of Thomas Wheeler, Esq.; Declaration
of Genaro Castellanos; Declaration of Alejandro
Parra; and Declaration of Lisa Mullins]*

Date: May 11, 2026
Time: 8:30 a.m.
Dept.: 64

Complaint: February 18, 2025

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on May 11, 2026 at 8:30 a.m. in Department 64 of the above-
3 entitled Court, the Honorable Bradley L. Boeckman presiding. Based on the pleadings on record, all
4 papers submitted in connection with Plaintiffs' Notice of Unopposed Motion and Motion to Approve
5 Class and PAGA Action Settlement ("Motion"), and for good cause appearing, Plaintiffs Genaro
6 Castellanos and Alejandro Gandarilla Parra's ("Plaintiffs") Unopposed Motion is **GRANTED**.

7 The Court, having reviewed the Settlement Agreement ("Settlement" or "Settlement
8 Agreement") attached as **Exhibit A** to the concurrently filed Declaration of Zachary D. Greenberg,
9 Esq. ("Greenberg Decl."), in support of the instant Motion, hereby **ORDERS AND ADJUDGES**:

10 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the
11 Settlement Agreement;

12 2. The Court finds the Settlement was entered into in good faith, that the Settlement is
13 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
14 requirements for approval of class and PAGA representative actions under California law. The
15 Settlement is hereby accepted and preliminarily approved;

16 3. The Parties shall bear their own respective attorneys' fees and costs, except as
17 otherwise provided for in the Settlement and approved by the Court;

18 4. The Settlement is not an admission by Defendant Bear Tracks Holdings, LLC.
19 ("Defendant") nor is it an Order or finding of the validity of any allegations or of any wrongdoing by
20 Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action
21 taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
22 concession or liability whatsoever by or against Defendant;

23 5. The Court hereby confirms Aidin D. Ghavimi and Zachary D. Greenberg of Starpoint,
24 LC and Thomas Wheeler, Kambiz Drake, and Mac Nehoray of Southern California Attorneys, APC
25 as Class Counsel;

26 6. The Court appoints ILYM Group, Inc. ("Administrator" or "ILYM") as the Settlement
27 Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement;

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RB

1 7. Defendant shall pay the Gross Settlement Amount of \$573,000.00 according to the
2 terms of the Settlement Agreement;

3 8. The Net Settlement Amount means the Gross Settlement Amount minus the following:
4 (a) \$191,000.00 allocated to Attorneys' Fees; (b) \$25,000.00 allocated to litigation costs; (c)
5 \$21,000.00 allocated to Settlement Administrator Costs; (d) \$20,000.00 collectively allocated to
6 Plaintiffs as an Enhancement Award which justifies a general release of Plaintiffs' claims;

7 (a) The Court approves payment to Plaintiffs' counsel of Attorneys' Fees in the amount
8 of \$191,000.00 to be paid from the Gross Settlement Amount;

9 (b) The Court approves payment to Plaintiffs' counsel of actual litigation costs not to
10 exceed \$25,000.00 to be paid from the Gross Settlement Amount;

11 (c) The Court approves payment to the Settlement Administrator for its reasonable
12 costs and fees to administer the Settlement of \$21,000.00 to be paid from the Gross
13 Settlement Amount;

14 (d) The Court approves the total of \$20,000.00 of which \$10,000.00 is to be paid to
15 each Plaintiff as an Enhancement Award for their efforts as a named plaintiff and
16 representative for Putative Class Members and Aggrieved Employees and the State of
17 California, to be paid from the Gross Settlement Amount;

18 9. Of the PAGA Allocation Amount, 65% or \$65,000.00 is allocated to the California
19 Labor and Workforce Development Agency ("LWDA"); and 35% or \$35,000.00 is allocated to the
20 Aggrieved Employees;

21 10. The "Relevant Class Period" means the time period from January 10, 2021 through
22 February 16, 2026;

23 11. The "Relevant PAGA Period" means the time period from February 13, 2024 until
24 February 16, 2026;

25 12. The "Putative Class" means all persons employed by BEAR TRACKS HOLDINGS,
26 LLC in California and classified as non-exempt who worked for BEAR TRACKS HOLDINGS, LLC
27 during the Class Period (i.e., from January 10, 2021 until February 16, 2026) and who did not sign an
28 arbitration clause;



13. The “Aggrieved Employees” means all persons employed by BEAR TRACKS HOLDINGS, LLC in California and classified as non-exempt who worked for BEAR TRACKS HOLDINGS, LLC during the PAGA Period (i.e., February 13, 2024 until February 16, 2026);

14. The Court directs Defendant to deposit the Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date;

15. The amount of each participating Putative Class Member's Individual Settlement Payment will be calculated as follows: (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Relevant Class Period; *and* (b) multiplying the result by each Participating Class Members' Workweeks. The amount of each Aggrieved Employees' Individual Settlement Payment will be calculated as follows: Thirty-five percent (35%) of the PAGA Allocation Amount shall be distributed to the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods worked for Defendant during the Relevant PAGA Period;

16. The Court approves the proposed letter attached to the Declaration of Zachary D. Greenberg, Esq. as **Exhibit D** to be sent to all Putative Class Members and Aggrieved Employees along with their respective settlement check;

17. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order;

18. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order; *and*

19. Plaintiff shall give notice.

IT IS SO ORDERED AND ADJUDGED.

By: RYAN H. BIRSS
Honorable Bradley L. Boeckman
Honorable Ryan H. Birss

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