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Attorneys for Plaintiffs
Brenda Landeros, Rodrigo Reyes Zavala
and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

Brenda Landeros and Rodrigo Reyes Zavala, on
behalf of themselves and others similarly
situated and the general public,

Plaintiffs,

v.

Ellensburg Lamb Company, Inc. dba Superior
Farms, Transhumance Holding Company, Inc.,
and DOES 1 through 50,

Defendants.

Case No. FCS058926

*Assigned to Hon. Stephen Gizzi
Dept. 3*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL**

Date: January 7, 2025
Time: 9:00 a.m.
Dept.: 3

1 Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala's ("Plaintiffs") Motion for
2 Preliminary Approval of Class Action Settlement came before this Court, the honorable Stephen
3 Gizzi, presiding, on January 7, 2025. The Court, having considered the papers submitted in support
4 of Plaintiffs' motion and presentation made to the Court at the hearing, HEREBY ORDERS THE
5 FOLLOWING:

- 6 1. This Order incorporates by reference the definitions in the proposed Joint Stipulation of
7 Class Action and PAGA Settlement ("Settlement Agreement"), and all terms defined therein
8 shall have the same meaning in this Order as set forth in the Settlement Agreement.
- 9 2. The Court determines that the proposed Settlement of \$600,000, is within the range which
10 may achieve final approval, so the Court grants preliminary approval of the Settlement.
- 11 3. The Court recognizes Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala ("Plaintiffs")
12 and Defendants Ellensburg Lamb Company, Inc. dba Superior Farms, Transhumance
13 Holding Company, Inc. ("Defendants") have agreed to the conditional certification for
14 settlement of the proposed "Settlement Class" of approximately 550 Class Members as
15 consisting of all current and former non-exempt employees of Defendants employed in the
16 state of California from September 26, 2018 through and ending on the date of preliminary
17 approval of the Settlement ("Class Period"). For settlement purposes only, the Court
18 conditionally certifies the proposed Settlement Class as agreed by the parties.
- 19 4. Named Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala are hereby appointed and
20 designated, for all purposes, as the conditional representatives of the Class.
- 21 5. The Court preliminary approves the requested \$50,000 Private Attorney General Act
22 ("PAGA") allocation, \$37,500 of which shall be paid to the Labor and Workforce
23 Development Agency and the rest to be distributed to the Settlement Class.
- 24 6. Arlo Uriarte and Un Kei Wu of Liberation Law Group, P.C. are hereby appointed and
25 designated conditionally as counsel for the Class ("Class Counsel"). Class Counsel is
26 authorized to act on behalf of Class Members with respect to all acts or consents required
27 by, or which may be given pursuant to, the Settlement, and such other acts reasonably
28

1 necessary to consummate the Settlement. Any Class Member may enter an appearance
2 through counsel of such Class Member's own choosing and at such Class Member's own
3 expense. Any Class Member who does not enter an appearance or appear on his or her own
4 will be represented by Class Counsel.

5 7. The Settlement falls within the range of reasonableness and appears to be presumptively
6 valid, subject only to any objections that may be raised at the final fairness hearing and final
7 approval by this Court. The Court finds and concludes that the Settlement is the result of
8 arms-length negotiations between the parties conducted after Class Counsel had adequately
9 investigated Plaintiffs' claims and become familiar with the strengths and weaknesses. The
10 assistance of an experienced mediator, Jeffery Owensby, Esq., in the settlement process
11 further confirms that the Settlement is non-collusive.

12 8. A hearing (the "Final Approval/Fairness Hearing") shall be held before this Court on July
13 15, 2025, at 9:00 a.m. in Dept. 3 of the Superior Court of the State of California for the
14 County of Solano located at 580 Texas Street, Fairfield, California 94533 to determine all
15 necessary matters concerning the Settlement, including: whether the proposed settlement of
16 the Action on the terms and conditions provided for in the Settlement Agreement is fair,
17 adequate, and reasonable and should be finally approved by the Court; whether a Judgment,
18 as provided in the Settlement Agreement, should be entered herein; whether the plan of
19 allocation contained in the Settlement Agreement should be approved as fair, adequate, and
20 reasonable to the Settlement Class Members; and to finally approve Class Counsel's Fee and
21 Expense Award, Class Representatives' Service Awards, *Cy Pres* designation, LWDA
22 Allocation and Settlement Administration Costs.

23 9. The Court hereby approves, as to form and content, the Class Notice attached as Exhibit A
24 to this Order. The Court finds that the distribution of the Notice substantially in the manner
25 and form set forth in the Settlement Agreement and this Order meets the requirements of due
26 process, is the best notice practicable under the circumstances, and shall constitute due and
27 sufficient notice to all persons entitled thereto.
28

10. The Court hereby approves Simpluris, Inc. as the Claims Administrator.

11. Any putative Class Member may choose to opt out of and be excluded from the Class as provided in the Notice by following the instructions for requesting exclusion from the Class that are set forth in the Notice. All requests for exclusion must be submitted as provided in the Notice. Any such putative Class Member who chooses to opt out of and be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Putative Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Settlement Agreement and Judgment.

12. Any Class Member may appear at the Final Approval/Fairness Hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.

13. The Court hereby orders the following implementation schedule to be implemented:

Event	Date
Deadline for Defendants to Provide the Class List to the Claims Administrator	21 calendar days of the date of Preliminary Approval
Deadline for Claims Administrator to mail Notice to the Class	7 calendar days after receiving the Class List from Defendants
Deadline for Class Members to Postmark Objections to or Exclusion Requests from Settlement	60 calendar days from the date the Notice is mailed by Claims Administrator
Deadline for Class Counsel to file Motion for Final Approval	June 20, 2025
Deadline for Class Counsel to file Motion for Attorney's Fees and Costs	June 20, 2025
Final Approval Hearing and Motion for Attorney's Fees and Costs	July 15, 2025 at 9:00 a.m.

IT IS SO ORDERED. LANDEROS, BRENDA V ELLENSBURG LAMB CO., ET AL(DMS)

Dated: **02/03/2025**


Hon. Stephen Gizzi
Judge of the Superior Court

Exhibit A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Landeros, et al. v. Ellensburg Lamb Company, Inc., et al.

Solano County Superior Court Case No. FCS058926

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees of Defendants Ellensburg Lamb Company, Inc., dba Superior Farms and/or Transhumance Holding Company, Inc. (collectively, “Defendants”) in the state California who worked for Defendants at any time between September 26, 2018, and [DATE OF PRELIMINARY APPROVAL].

BASIC INFORMATION

1. What is this settlement about?

Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala (collectively, “Plaintiffs”) filed a class action lawsuit against Defendants Ellensburg Lamb Company, Inc., dba Superior Farms and Transhumance Holding Company, Inc., entitled *Landeros, et al. v. Ellensburg Lamb Company, Inc., et al.*, Solano County Superior Court Case No. FCS058926 on September 26, 2022. The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendants deny all alleged violations, deny violating any laws or failing to pay any wages to any current or former employees, and contend they complied with all applicable laws at all times alleged in Plaintiffs’ lawsuit. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiffs), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Solano County Superior Court (the “Court”) is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representative, and appointed their attorneys at Liberation Law Group, P.C. as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendants in California at any time between September 26, 2018 and [DATE OF PRELIMINARY APPROVAL].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Six Hundred Thousand Dollars (\$600,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred Ten Thousand (\$210,000);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twelve Thousand Dollars (\$12,000);
- C. **Enhancement Payment to the Class Representatives** in an amount of Ten Thousand Dollars (\$10,000) each, for a total of Twenty Thousand Dollars (\$20,000);
- D. **Settlement Administration Costs** which are currently estimated to be [AMOUNT OF SETTLEMENT ADMINISTRATOR’S QUOTED COST]; and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (“PAGA”). Seventy-Five percent (75%) of this amount, (\$37,500) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$12,500) will be distributed to current and former non-exempt employees of Defendants who worked for Defendants in California at any time between September 26, 2021 and [DATE OF PRELIMINARY APPROVAL].

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment,” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendants between September 26, 2018 and [DATE OF PRELIMINARY APPROVAL] (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in

addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX Workweeks during the class period. Your Individual Settlement Payment is \$**XXX.XX** ((Settlement Class Member's Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.**

You worked **XXX Pay Periods during the PAGA period. Your Individual PAGA Payment is \$**XXX.XX** ((PAGA Class Member's Qualifying Pay Periods during the PAGA Period ÷ All Qualifying Pay Periods during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.**

This amount was determined based on Defendants' record of your employment between September 26, 2018 and **[DATE OF PRELIMINARY APPROVAL]**, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period or pay periods worked during the PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks and pay periods will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendants and their respective past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, staffing agencies joint employers, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including

factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to keep required payroll records; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiffs' July 1, 2022, June 17, 2024, and August 7, 2024 PAGA Letters to the LWDA, and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiffs are permitted to provide such a release for the State of California for the PAGA period).

The "Class Period" during which the release of Released Class Claims pertains is from September 26, 2018 and [DATE OF PRELIMINARY APPROVAL].

The "PAGA Period" during which the release of Released PAGA Claims pertains is from September 26, 2021 and [DATE OF PRELIMINARY APPROVAL].

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: : "I wish to exclude myself from the class settlement reached in the matter of *Brenda Landeros v. Ellensburg Lamb Company, Inc.*, et al., Solano County Superior Court, Case No. FCS058926, I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]
[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Liberation Law Group, P.C., as Class Counsel. These attorneys' contact information is set forth below:

LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte
Un Kei Wu
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Class Counsel will ask the Court for attorneys' fees of up to \$210,000 and reimbursement of litigation cost/expenses of up to \$12,000. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you

exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you do not submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **XXX** a.m./p.m. on **XXX, XXXX**, at the Solano County Superior Court located at 580 Texas Street, Fairfield, California 94533 in Department 3. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court’s Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www. com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Class Claims or Released PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be distributed to Capitol Pro Bono, 1860 Howe Avenue, Suite 130, Sacramento, California 95825.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [\[redacted\]](#) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE