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ROBERTO URIBE and TERESA URIBE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUN 06 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ROBERTO URIBE, an individual, and
TERESA URIBE, an individual,

Plaintiffs,

vs.

LEEDOM FAMILY RANCH (LFR) LLC
dba SEMI-KINETICS, a California
Limited Liability Company, SEMI-
KINETICS, INC., a California
Corporation, and DOES 1 TO 50,

Defendants.

CASE NO.: 30-2023-01306847-CU-OE-CXC

[Assigned to Honorable Randall J. Sherman,
Dept. CX105]

~~[PROPOSED]~~ JUDGMENT AND ORDER

*[Supplemental Brief and Supplemental
Declaration of Matthew A. Haulk filed
concurrently herewith]*

Date: May 2, 2025
Time: 10:00 a.m.
Dept.: CX105

Complaint Filed: February 8, 2023
Trial Date: None

1 Having considered the Parties' Private Attorneys General Act Settlement
2 Agreement and Release ("Settlement"); the documents and evidence presented in
3 support thereof; and recognizing the disputed factual and legal issues involved in this
4 case; the risks of further prosecution, the substantial benefits to be received by the State
5 of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-
7 length negotiations between the Parties, the Court hereby makes a final ruling that the
8 Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing
9 therefor, the Court hereby GRANTS Approval of the Settlement of Claims under the
10 Private Attorneys General Act, and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all non-exempt California
12 production floor employees of Defendants between March 22, 2022 to February 22, 2024.
13 The "PAGA Period" means the time period from March 22, 2022 to February 22, 2024.

14 2. The Court hereby approves the settlement as set forth in the Settlement as
15 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
16 according to its terms.

17 3. Defendants Leedom Family Ranch LLC and Semi-Kinetics, Inc. (collectively,
18 "Defendants") shall fund the Gross Settlement Amount of \$80,000.00 with the Settlement
19 Administrator within ten (10) business days of Notice of Entry of this Order.

20 4. The Court hereby approves, as to form and content, the Explanatory Letter
21 submitted by the parties and included as Exhibit A to the First Amendment to the
22 Settlement.

23 5. The Court hereby appoints ILYM Group, Inc. as the Settlement
24 Administrator.

25 6. Within ten (10) business days of this Order, Defendants shall provide the
26 Settlement Administrator with a list of all Aggrieved Employees with each listed
27 employee's full name, last known mailing address, social security number, and number of
28 pay periods in the PAGA period, pursuant to the terms of the Settlement.

1 7. The Settlement Administrator is directed to mail the Individual PAGA
2 Payments and the Explanatory Letter to the Aggrieved Employees within thirty (30)
3 calendar days of the Gross Settlement Amount being funded, pursuant to the terms of the
4 Settlement.

5 8. The Court finds that attorneys' fees in the amount of one-third of the Gross
6 Settlement Amount (currently estimated to be \$26,400.00) for Plaintiffs' Counsel, and
7 reimbursement of litigation costs up to \$5,543.20 to Plaintiffs' Counsel, are fair,
8 reasonable, and adequate, and orders the Settlement Administrator to distribute these
9 payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

10 9. The Court orders that the Settlement Administrator shall be paid up to
11 \$3,000.00 for all of its work done and to be done until the completion of this matter, and
12 finds that sum appropriate.

13 10. The Court approves the scope of the release as set forth in the Settlement.
14 Following entry of this Judgment and Order and the Settlement being funded, Plaintiffs
15 and all Aggrieved Employees will release the PAGA Released Claims against the
16 Released Parties that arose during the PAGA Period. "PAGA Released Claims" means
17 any and all claims and/or causes of action arising during the PAGA Period under the
18 California Private Attorneys General Act that were alleged in the Action, in the PAGA
19 Letters or which could have been alleged for civil penalties ("PAGA penalties") under
20 PAGA based on the facts and claims alleged in the Action or PAGA Letters, including,
21 PAGA penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 206,
22 210, 218.5, 221, 223, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1194 (as well
23 as the corresponding provisions of the applicable Industrial Wage Order) and for any other
24 PAGA violations that could have been asserted in the action based on the factual
25 assertions and legal assertions in the Lawsuit. This settlement shall not impact Aggrieved
26 Employees' ability to assert Labor Code claims other than PAGA claims. Upon entry of
27 the Order approving the settlement and judgment entered thereon and the Settlement
28 being funded, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing

1 any and all of the PAGA Released Claims that arose during the PAGA Period against the
2 Released Parties. The terms of the Settlement Agreement, and this Judgment and Order,
3 shall be binding on Plaintiff, the State of California, and the Aggrieved Employees, as well
4 as their heirs, executors and administrators, successors and assigns, and those terms
5 shall have res judicata, collateral estoppel and other preclusive effect in all pending and
6 future claims, lawsuits or other proceedings maintained by or on behalf of any such
7 persons or entities, to the extent those claims, lawsuits or other proceedings constitute
8 PAGA Released Claims as set forth in the Settlement Agreement.

9 11. Upon entry of this Order, the Court hereby enters judgment, with prejudice,
10 for the reasons described above and in accordance with the terms of the Settlement
11 Agreement. Except as otherwise provided in the Settlement Agreement, all parties shall
12 bear their own attorneys' fees, costs, and expenses incurred by them in or arising out of
13 the lawsuit and shall not seek reimbursement thereof from the Released Parties. Upon
14 entry of this Judgment and Order, the Court permanently enjoins and forever bars the
15 Plaintiffs and/or the Aggrieved Employees from instituting or prosecuting any of the PAGA
16 Released Claims against the Released Parties which were resolved as part of the
17 Settlement, except as may be required to enforce the terms of the Settlement. Without
18 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction
19 to enforce the terms of the Settlement.

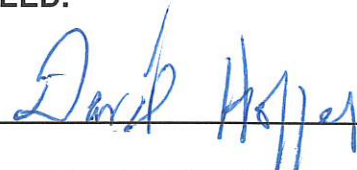
20 12. Neither this Order nor the Settlement Agreement (or any other document
21 referred to herein, or any action taken to carry out this Order) is, may be construed as, or
22 may be used as, an admission of liability or fault by Defendants or the Released Parties,
23 or a finding as to the validity of any claims in the Action or of any wrongdoing or violation
24 of law that is otherwise alleged, or could have been alleged, against Defendants or the
25 Released Parties. The Settlement Agreement is not a concession by the Parties and, to
26 the extent permitted by law, neither the Settlement Agreement nor this Judgment and
27 Order, nor any of their terms or provisions, nor any of the negotiations or proceedings
28 connected with them, shall be offered as evidence or received in evidence in any pending

1 or future civil, criminal, or administrative action or proceeding to establish any liability of,
2 or admission by the Released Parties. Notwithstanding the foregoing, nothing in this
3 Judgment and Order shall be interpreted as prohibiting the use of this Judgment and Order
4 in a proceeding to consummate or enforce the Settlement Agreement, or the use of this
5 Judgment and Order to defend against the assertion of claims in any other proceeding, or
6 as otherwise required by law. This Judgment and Order and the Settlement Agreement
7 may be filed in any action by Defendants or the Released Parties to support a defense of
8 res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
9 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or
10 similar defense or counterclaim.

11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

12
13 Dated:

6/6/25

14 

15 **DAVID A. HOFFER**

PROOF OF SERVICE

Roberto Uribe, et al. v. Leedom Family Ranch (LFR), LLC, et al.
Orange County Superior Court Case No.: 30-2023-01306847-CU-OE-CXC

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): [PROPOSED] JUDGMENT AND ORDER	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Colvin P. Calvert, Esq. FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152 Email: ccalvert@fisherphillips.com Llane@fisherphillips.com Attorney for Defendants LEEDOM FAMILY RANCH (LFR), LLC dba SEMI-KINETICS and SEMI-KINETICS, INC.	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the persons at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is

		deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
c.		By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.		By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.		By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f.	☒	By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on April 10, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

April 10, 2025	Toni Gesin	/s/ Toni Gesin
Date	(Type or Print Name)	(Signature of Declarant)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Uribe vs. Leedom Family Ranch (LFR) LLC**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2023-01306847-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Judgment dated 06/06/25, was transmitted electronically by an Orange County Superior Court email server on June 6, 2025, at 3:12:21 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

FISHER & PHILLIPS LLP
CCALVERT@FISHERPHILLIPS.COM

FISHER & PHILLIPS LLP
KCOLE@FISHERPHILLIPS.COM

HAULK & HERRERA LLP
MHAULK@HHEMPLOYMENTLAW.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE