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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

SIMON MUNOZ and GIANCARLO
BLANCO on behalf of themselves, all
others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

RDO EQUIPMENT CO.; and DOES 1-
100,

Defendants.

Case No. 1:23-cv-00979-DAD-AC
[Hon. Dale A. Drozd]

**[PROPOSED] ORDER GRANTING PLAINTIFFS
SIMON MUNOZ AND GIACARLO BLANCO’S
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 17, 2025
Time: 1:30 p.m.
Courtroom: 4

Action Filed: April 25, 2023
Action Removed: June 28, 2023
Trial Date: None Set

1 **I. RECITALS**

2 This matter came on for hearing on November 17, 2025, in Courtroom 4 of the above-captioned
3 Court on Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for
4 Attorneys’ Fees, Costs, and Enhancement Payments in the class action (the “Action”) currently pending
5 before this Court. Having received and considered the Joint Stipulation and Settlement Agreement
6 (“Agreement” or “Settlement Agreement”), which together with the exhibits annexed thereto, sets forth
7 the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions
8 set forth therein, the supporting papers filed by the Parties, and the evidence and argument received by
9 the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the
10 instant motions, the Court grants final approval of the Settlement Agreement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 **II. FINDINGS**

13 After review and consideration of the Agreement, Plaintiffs’ Motion for Final Approval of Class
14 Action Settlement, Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Enhancement Payments, and the
15 papers in support thereof, the Court hereby finds and orders as follows:

16 1. Pursuant to the Order Granting Plaintiff’s Motion for Preliminary Approval of Class
17 Action Settlement (ECF Dkt. No. 45) (“Preliminary Approval Order”), a Notice of Class Action
18 Settlement (“Class Notice”) was mailed to all 641 Class Members by first-class U.S. Mail on August 21,
19 2025.

20 2. The Court finds that distribution of the Class Notice in the manner set forth in the
21 Preliminary Approval Order and the Agreement constitutes the best notice practicable under the
22 circumstances, and constituted valid, due and sufficient notice to all Class Members, complying fully with
23 the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States,
24 and any other applicable laws. The Class Notice procedure set forth in the Agreement provides a means
25 of notice reasonably calculated to apprise the Class Members of the pendency of the action and the
26 proposed settlement, and thereby meets the requirements of Rule 23(c)(2) of the Federal Rules of Civil
27 Procedure, as well as due process under the United States Constitution, and any other applicable law, and
28 constitutes due and sufficient notice to all Class Members.

1 3. The Class Notice informed the Class Members of the terms of the Agreement, of their
2 right to submit objections, if any, and to appear in person or by counsel at the final approval hearing and
3 to be heard regarding approval of the settlement. The Class Notice informed the Class Members of their
4 right to request exclusion from the Class and the settlement. The Class Notice also informed Class
5 Members of the date set for the final approval hearing. Adequate periods of time were provided by each
6 of these procedures. No member of the Class filed a written objection to the proposed settlement as part
7 of this notice process or stated an intention to appear at the final approval hearing, and only one Class
8 Member requested exclusion from the Class and the settlement.

9 4. The Court finds and determines that the notice procedure afforded adequate protections
10 to Class Members and provides the basis for the Court to make an informed decision regarding approval
11 of the settlement based on the responses of Class Members. The Court finds and determines that the Class
12 Notice was the best notice practicable, which satisfied the requirements of law and due process.

13 5. Solely for the purpose of settlement in accordance with the Agreement, the Court finds
14 that the requirements of Rule 23 of the Federal Rules of Civil Procedure and other laws and rules
15 applicable to settlement approval of class actions have been satisfied, and the Court hereby certifies the
16 following Class: All current and former non-exempt, hourly employees who were employed by RDO in
17 California at any time from April 25, 2019, through May 11, 2024.

18 6. Pursuant to the Agreement, and for settlement purposes only, the Court further finds as
19 to the Class that:

- 20 a. The Class is so numerous that joinder of all members is impracticable;
- 21 b. There are questions of law or fact common to the Class which predominate over the
22 questions affecting only individual members;
- 23 c. The claims of the Class Representatives are typical of the claims of the Class that the
24 Class Representatives seek to certify;
- 25 d. The Class Representatives, Plaintiff Simon Munoz and Giancarlo Blanco, will fairly and
26 adequately protect the interests of the Class and are, therefore, appointed as
27 representatives of the Class;

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- 1 e. Class Counsel, Mara Law Firm, PC, and Justice Law Corporation, will fairly and
2 adequately protect the interests of the Class and are qualified to represent the Class and
3 are, therefore, appointed as attorneys for the Class for purposes of settlement; and
4 f. Certification of the Class is superior to other available methods for fair and efficient
5 adjudication of the controversy.

6 7. The Court finds that the settlement is fair when compared to the strength of Plaintiffs'
7 case, Defendant's defenses, the risks involved in further litigation and maintaining class status throughout
8 the litigation, and the amount offered in settlement.

9 8. The Court finds that the Parties conducted adequate investigation and research, and that
10 their attorneys were able to reasonably evaluate their respective positions. The Court finds that the
11 settlement was reached as a result of informed and non-collusive arm's-length negotiation.

12 9. The Court finds that Class Counsel has extensive experience acting as class counsel in
13 complex class action cases, and their view on the reasonableness of the settlement was therefore given its
14 due weight. The Court further finds that the Class's reaction to the settlement – with no objections and
15 only one request for exclusion – weighs in favor of granting final approval of the settlement.

16 10. The Agreement is not an admission by Defendant, nor is this Order a finding of the
17 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Agreement, nor
18 any document referred to herein, nor any action taken to carry out the settlement, shall be construed or
19 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

20 11. The Court finds and determines that the individual settlement shares to be paid to each
21 Participating Class Member as provided for in the Agreement are fair and reasonable.

22 **III. ORDER**

23 IT IS HEREBY ORDERED as follows:

24 1. As defined in the Agreement, the Court directs the Settlement Administrator to disburse
25 the following out of the Gross Settlement Amount ("GSA"):

- 26 a. Settlement Payments. The Court finds and determines that the Individual Settlement
27 Payments provided for by the terms of the Agreement to be paid to Participating Class
28 Members are fair and reasonable. The Court hereby grants final approval to and orders

1 payment of those amounts to be made to the Participating Class Members in accordance
2 with the terms of the Agreement.

3 b. Class Counsel's Fees and Cost Award. Pursuant to the terms of the Agreement, and the
4 authorities, evidence, and argument submitted by Class Counsel, the Court finds and
5 determines Class Counsel have conferred a benefit on absent Participating Class
6 Members and, having expended efforts to secure a benefit to the Class, are entitled to a
7 fee. Accordingly, the Court hereby orders an award of \$679,932 for attorneys' fees and
8 \$32,776.55 for litigation costs, to be paid out of the Gross Settlement Amount to Class
9 Counsel, is fair and reasonable. The Court does not find the attorney fee award of
10 \$679,932 and costs of \$32,776.55 are a disproportionate distribution of the Settlement
11 under *In Re Bluetooth Product Liability Case* ("Bluetooth") (9th Cir. 2011) 654 F.3d
12 935. The Court also finds the attorney fee award here is not unreasonable under *Bluetooth*
13 because the Parties did not arrange for fees to revert to Defendant in the event the Court
14 awarded less than requested. Therefore, the attorneys' fees and litigation costs are
15 approved and ordered paid in accordance with the terms of the Agreement.

16 c. Class Representative Enhancement Payments. The Court finds and determines the Class
17 Representative Enhancement Payments in the amount of \$10,000 each to Plaintiffs
18 Simon Munos and Giancarlo Blanco are fair and reasonable. The Court hereby orders the
19 Class Representative Enhancement Payments are finally approved and order payment in
20 accordance with the terms of the Agreement.

21 d. Administration Costs. The Court finds and determines that the payment of the settlement
22 Administration Costs in the amount of \$12,000, to be paid to Phoenix Settlement
23 Administrators out of the Gross Settlement Amount, is fair and reasonable. The Court
24 hereby orders the Settlement Administrator to make this payment to itself in accordance
25 with the terms of the Agreement.

26 e. PAGA Payment. The Court finds that the PAGA Payment of \$100,000, of which \$75,000
27 is to be paid to the California Labor & Workforce Development Agency ("LWDA") out
28 of the Gross Settlement Amount, to be reasonable and appropriate. The remaining

\$25,000 (25% of the PAGA Payment) shall be distributed in accordance with the Agreement. The Court hereby grants final approval to and orders that the PAGA Payment be paid pursuant to the terms and provisions set forth in the Agreement.

2. Neither Defendant nor any of the Released Parties shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

3. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Agreement or pursuant to this Order, including the requirement that Defendant make payments to Participating Class Members in accordance with the Agreement.

4. By this Judgment, Plaintiffs and each of the Participating Class Members shall release, relinquish, and discharge, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims, as defined in the Agreement.

5. The Court retains jurisdiction over the administration and effectuation of the settlement, including, but not limited to, the ultimate disbursal of Class Counsel's attorneys' fees and costs and Plaintiffs' Class Representative Enhancement Payments, and any other issue related to this Settlement.

6. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Order.

7. Final Judgment. The Court hereby enters final judgment in this case in accordance with the terms of (1) the Agreement; (2) Order Granting Motion for Preliminary Approval of Class Action Settlement; and (3) this Order. Upon entry of this Order and Final Judgment, the Action is hereby dismissed with prejudice as against Defendant. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement.

IT IS SO ORDERED.

Date:

Honorable Dale A. Drozd
United States District Judge