

MARALLE MESSRELIAN (SBN 316974)

maralle@mmlawapc.com

MM LAW, APC

500 N. Brand Blvd., Suite 2000

Glendale, CA 91203

Telephone (818) 810-7747

Facsimile (818) 230-9018

Attorneys for Plaintiff,

RUBEN ORTIZ SALGADO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

RUBEN ORTIZ SALGADO, on behalf of himself and all others similarly situated, and the general public, and as an “Aggrieved Employee” on behalf of other “Aggrieved Employees” under the Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

BOB BAFFERT RACING, INC., a California corporation; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 24STCV00686

[Assigned for all purposes to The Honorable Elihu M Berle, Dept. SSC-6]

~~PROPOSED~~ ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Action filed: 1/9/2024

Hearing Date: 9/4/2025

Hearing Time: 11:00 a.m.

Hearing Dept: SSC-6, Hon. Elihu M. Berle

FILED
Superior Court of California
County of Los Angeles

09/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Aguayo Deputy

1 Plaintiff Ruben Ortiz Salgado's ("Plaintiff") unopposed Motion for Final Approval of
2 Class Action and PAGA Settlement was scheduled for hearing before the Court on September 4,
3 2025, at 11:00 a.m., before the Honorable Elihu M. Berle, Judge presiding.

4 In accordance with the Court's prior Order for Preliminary Approval of Class Action
5 Settlement, Class Members have been given notice of the terms of the Settlement and the
6 opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
7 received and considered the Settlement, the supporting papers filed by the Parties, and the
8 evidence and argument received by the Court in conjunction with the motions for preliminary
9 and final approval of the Settlement, the Court grants final approval of the Settlement and
10 **HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING**
11 **DETERMINATIONS:**

12 1. The Court has jurisdiction over the subject matter of the Action and over all
13 Parties to the Action, including all Class Members who did not request to be excluded from the
14 Settlement. Pursuant to this Court's Order Granting Motion for Preliminary Approval of Class
15 Action Settlement of March 11, 2025, the Class Notice was sent to each Class Member by First
16 Class U.S. mail. The Class Notice informed Class Members of the terms of the Settlement, their
17 right to receive their proportional share of the Settlement, their right to request exclusion, their
18 right to comment upon or object to the Settlement, and their right to appear in person or by
19 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
20 Adequate periods of time were provided by each of these procedures. No member of the Class
21 presented written objections to the proposed Settlement as part of this notice process, stated an
22 intention to appear, or actually appeared at the final approval hearing.

23 2. For purposes of this Final Order and Judgment, the terms "Class" or "Class
24 Members" means all current and former non-exempt, hourly-paid employees who worked for
25 Defendant Bob Baffert Racing, Inc. in California at any time from January 9, 2020 through
26 October 23, 2024 (the "Class Period").

27 3. For purposes of this Final Order and Judgment, the term "PAGA Members"
28 means all persons who worked for Defendant as non-exempt, hourly paid employees in

1 California from November 5, 2022 to October 23, 2024 (the “PAGA Period”).

2 4. For purposes of this Final Order and Judgement, the term “Released Class
3 Claims” means any and all claims, rights, demands, liabilities, and causes of action, reasonably
4 arising from, or reasonably related to, the same set of operative facts as those set forth in the
5 operative Complaint in the Action during the Class Period, including without limitation with
6 respect to the following claims: (a) failure to pay all wages earned for all hours worked at the
7 correct rates of pay, including for minimum, regular, overtime, and doubletime wages; (b)
8 failure to authorize or permit rest periods; (c) failure to authorize or permit meal periods; (d)
9 failure to indemnify employees for employment related losses and expenditures; (e) failure to
10 provide accurate itemized wage statements; (f) failure to pay wages when employment ends; (g)
11 failure to provide sick pay; and (h) all claims under California Business & Professions Code §
12 17200 for unfair business practices that could have been premised on the facts, claims, causes of
13 action or legal theories described above; (i) violation of or claims under the following sections
14 of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 510, 512,
15 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j) violation of the
16 California Industrial Wage Orders that could have been premised on the facts, claims, causes of
17 action or legal theories described above, as well as any potential penalties, interest or attorneys’
18 fees associated with all of such causes of action under California law. The Released Class
19 Claims for each Class Member shall become effective once the Settlement Administrator has
20 sent the individual settlement payment from the Gross Settlement Amount to that Class Member
21 who has not timely submitted his/her Opt-Out.

22 5. For purposes of this Final Order and Judgement, the term “Released PAGA
23 Claims” means any and all claims, demands, rights, liabilities and causes of action under the
24 Private Attorneys General Act, California Labor Code §§ 2698, et seq., that were alleged, or
25 reasonably could have been alleged, based on the same facts alleged in the Operative
26 Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the
27 Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will
28 forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and

1 future lawsuits maintained by either the LWDA or PAGA Members for any and all of the
2 Released PAGA Claims. The Released PAGA Claims for each Class Member shall become
3 effective once the Settlement Administrator has sent the individual settlement payment from the
4 Gross Settlement Amount to each eligible Class Member.

5 6. The Court finds and determines that the notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding final approval of the Settlement based on the responses of Class Members. The Court
8 finds and determines that the notice provided in this case was the best notice practicable, which
9 satisfied the requirements of law and due process as to all persons entitled to such notice.

10 7. The Court further finds and determines that the terms of the Settlement are fair,
11 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
12 provisions of the Settlement, including the release of claims contained therein, should be and
13 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
14 according to its terms. Once the Settlement Administrator has sent the Individual Settlement
15 Payment from the Gross Settlement Amount to Class Members who have not timely submitted
16 his/her Opt-Out, and for the duration of the Class Period, all Class Members are hereby deemed
17 to have waived and released all Released Class Claims and are forever barred and enjoined from
18 prosecuting the Released Class Claims and the Released PAGA Claims against the Released
19 Parties as fully set forth in the Settlement. No objections were received by the Parties or the
20 Court through the date of this Final Order and Judgment. The Court finds that no Class Member
21 submitted a request for exclusion from the Settlement as determined by the Settlement
22 Administrator. Once the Settlement Administrator has sent the Individual Settlement Payment
23 from the Gross Settlement Amount to PAGA Members for the duration of the PAGA Period, all
24 PAGA Members are hereby deemed to have waived and released all Released PAGA Claims
25 and are forever barred and enjoined from prosecuting the Released PAGA Claims against the
26 Released Parties as fully set forth in the Settlement.

27 8. The Court finds and determines that (a) the Individual Settlement Payments to be
28 paid to participating and eligible Class Members and the PAGA Members; and (b) the \$37,500

1 LWDA Payment under the California Labor Code Private Attorneys General Act of 2004, as
2 amended, California Labor Code sections 2699 et seq., as provided for by the Settlement are fair
3 and reasonable. The Court hereby grants final approval to, and orders the payment of, those
4 amounts be made to the participating and eligible Class Members and to the California Labor &
5 Workforce Development Agency, in accordance with the terms of the Settlement.

6 9. The Court further grants final approval to and orders that the following payments
7 be made in accordance with the terms of the Settlement:

8 a. Attorneys' Fees in the amount of \$163,333.33 and litigation expenses in
9 the amount of \$7,304.85 to Class Counsel;

10 b. \$7,500.00 as a Class Representative Enhancement Payment payable to
11 Plaintiff Ruben Ortiz Salgado for his service as the class representative; and

12 c. \$7,000.00 in Settlement Administrator's Fees payable to Phoenix
13 Settlement Administrators for its services as the Settlement Administrator.

14 10. The settlement administration shall proceed as directed in the Settlement, and no
15 payments pursuant to the Settlement shall be distributed until after the date the Effective Date.
16 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
17 jurisdiction of all matters relating to the interpretation, administration, implementation,
18 effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
19 California Rule of Court 3.769(h).

20 11. Defendant shall deposit the Gross Settlement Amount, plus the employer's share
21 on the wages portion of the Individual Settlement Payments made to Class Members, with the
22 Settlement Administrator within sixty (60) days after the Effective Date, as set forth in the
23 Settlement. Defendant's payment of such sums shall be the sole financial obligation of
24 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,
25 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
26 expenses.

27 12. Nothing in this Final Order and Judgment shall preclude any action to enforce
28 the Parties' obligations under the Settlement or hereunder, including the requirement that

1 Defendants deposit funds for distribution by the Settlement Administrator to participating Class
2 Members in accordance with the Settlement.

3 13. The Court hereby enters final Judgment in this case in accordance with the terms
4 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
5 and this Final Order and Judgment.

6 14. The Parties are hereby ordered to comply with the terms of the Settlement.

7 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
8 provided by the Settlement and this Final Order and Judgment.

9 16. The Settlement is not an admission by Defendant nor is this Final Order and
10 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
11 Defendants. Furthermore, the Settlement is not a concession by Defendant and shall not be used
12 as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order
13 and Judgment, Settlement, any document referred to herein, any exhibit to any document
14 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
15 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
16 admission or concession with regard to, the denials or defenses of Defendant, and shall not be
17 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
18 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
19 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
20 and any other papers and records on file in the Action may be filed in this Court or in any other
21 litigation as evidence of the settlement by Defendant to support a defense of res judicata,
22 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
23 the Released Class Claims and the Released PAGA Claims.

24 17. This document shall constitute a Judgment for purposes of California Rule of
25 Court 3.769(h).

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1 18. The Court sets an OSC re: Compliance on June 22, 2026 at 8:30 a.m.in Department
2 SSC-6 of this Court. Plaintiff shall submit a Status Report regarding compliance with the terms of
3 this Judgment, including a declaration from the Settlement Administrator with regard to the
4 distribution to the Class no later than June 8, 2026.

5
6 **IT IS SO ORDERED, ADJUDGED AND DECREED.**



Elihu M. Berle

7 Date: September 15, 2025

Elihu M. Berle / Judge

Honorable Elihu M. Berle
Judge of the Los Angeles Superior Court