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

Ferry Mendoza, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Baughter Ranch Organics, Inc., a California
Corporation; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 25CV00036

[Assigned to the Honorable Alicia Ekland]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND PAGA ACTION
SETTLEMENT**

Date: August 13, 2025
Time: 2:30 p.m.
Dept.: 2

[PROPOSED] ORDER

Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation") came on for hearing on _____.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement), and having considered the supplemental declaration of the Settlement Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of Settlement is attached to the Declaration of Navid Barahmand in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. The previously certified Class, as further defined in the Settlement is as follows:

"All non-exempt persons who worked at least one 3.5-hour shift for Defendant in the State of California from December 26, 2021 through December 1, 2024."

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of _____ Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual

¹ The Court previously granted preliminary approval of the Settlement on _____.

1 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
2 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
3 and adequately represented and protected the interest of the Class Members.

4 6. The Court finds that the Settlement Agreement has been reached as a result of
5 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
6 conducted extensive litigation, investigation, and research, and their attorneys were able to
7 reasonably evaluate their respective positions over the course of this litigation.

8 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
9 compromise of the Class' claims and will avoid additional and potentially substantial litigation
10 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After
11 considering the monetary recovery provided as part of the Settlement in light of the challenges
12 posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured
13 significant relief for Class Members.

14 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
15 that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable
16 requirements of the California Code of Civil Procedure, the California and United States
17 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
18 applicable law, and in the best interests of each of the Parties and Class Members.

19 9. The Court appoints Elliot J. Siegel of King & Siegel LLP; Bardia A. Akhavan of
20 Akhavan & Associates; and Navid Barahmand of Barahmand Law Group as Class Counsel, and
21 finds each of them to be adequate, experienced, and well-versed in class action litigation.

22 10. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

23 11. The Court is satisfied that _____, which functioned as the Settlement
24 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
25 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
26 the Settlement terms, their right to do nothing and receive their settlement share, their right to
27 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
28 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the

1 Settlement and adequate periods of time to respond and to act were provided by each of these
2 procedures.

3 12. As part of administration, the Court notes that [____] Class Members filed written
4 objections to the Settlement as part of this notice process, and [____] Class Members filed a written
5 statement of intention to appear at the Final Approval and Fairness Hearing, and [____] Class
6 Member submitted a request for exclusion. The Class Member(s) who requested exclusion,
7 specifically _____, will not be bound by the Settlement and will not receive any portion of the
8 Net Settlement Amount, but will be bound by the PAGA Release to the extent they are Aggrieved
9 Employees under the Settlement.

10 13. The terms of the Settlement Agreement, including the Maximum Settlement
11 Amount of \$265,0000 and the allocation for determining Individual Settlement Payments, are fair,
12 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
13 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

14 14. The Court further approves the following distributions from the Maximum
15 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
16 Agreement:

17 a. The \$88,333.33 amount, representing one-third of the Maximum Settlement
18 Amount, requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is
19 fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request
20 is also supported by its lodestar cross-check, and the Court finds that Class Counsel's time
21 spent on the matter and hourly rates charged by the attorneys who worked on the matter are
22 fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel
23 fees payment to be made in accordance with the Settlement Agreement.

24 b. The Court awards Class Counsel \$_____ in litigation costs, which is an
25 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
26 The Court grants final approval of Class Counsel's litigation expenses payment and orders
27 payment of this amount to be made in accordance with the Settlement Agreement.
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1 c. The \$7,500 class representative incentive payment requested to the Named
2 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders
3 the payment to be made in accordance with the Settlement Agreement.

4 d. The amount of \$_____ designated for payment to the Settlement
5 Administrator is fair and reasonable. The Court grants final approval of it and orders the
6 Parties to make the payment to the Settlement Administrator in accordance with the
7 Settlement Agreement.

8 e. The Court approves of the \$15,000.00 allocation assigned for claims under
9 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
10 \$11,250.00) to be paid to the California Labor and Workforce Development Agency and
11 orders 25% thereof (*i.e.*, \$3,750.00) to be paid to alleged Aggrieved Employees in
12 accordance with the terms of the Settlement Agreement.

13 15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all
14 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not
15 contradict with this order, in which case the provisions of this order shall take precedence and
16 supersede the Settlement Agreement.

17 16. All Participating Class Members shall be bound by the Settlement and this order,
18 including the release of claims as set forth in the Settlement Agreement.

19 17. The Parties shall bear their own respective attorneys' fees and costs except as
20 otherwise provided in this order and the Settlement Agreement.

21 18. All checks mailed to the Class Members must be cashed within one hundred and
22 eighty (180) days after mailing.

23 19. Plaintiff shall file with the Court a report regarding the status of distribution no later
24 than fifty (50) days after all funds have been distributed.

25 20. All checks mailed to the Class Members must be cashed within 180 days of issuance
26 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
27 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
28 CHECK IS ENCLOSED."

1 21. The Court approves the California Bar's Justice Gap Fund as the *cy pres* beneficiary
2 and finds that it complies with all requirements under C.C.P. § 384. Per Section 384(b), the Court
3 will amend this Judgment after Counsel provides the Court with the report regarding distribution
4 of funds to direct that any uncashed funds be paid to the California Bar's Justice Gap Fund.

5 22. No later than 10 days from this order, the Settlement Administrator shall give notice
6 of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a
7 copy of this Order and Final Judgment on its website assigned to this matter.

8 23. The Court retains continuing jurisdiction over the Action and the Settlement,
9 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
10 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
11 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as
12 may be appropriate under court rules or applicable law.

13 24. This Final Judgment is intended to be a final disposition of the above-captioned
14 action in its entirety and is intended to be immediately appealable. This final judgment resolves all
15 claims released by the Settlement Agreement against Defendants.

16 25. The Court hereby sets a hearing date of _____, 202_ at _____ for a hearing on
17 the final accounting and distribution of the settlement funds. Counsel shall file with the Court a
18 report regarding the status of distribution at least five days before the hearing and not more than 21
19 days after the Void Date.² Class Counsel shall also file with the report a proposed amended
20 judgment that complies with C.C.P. § 384.5.

21
22 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

23 DATED: _____

Hon. Alicia Ekland
Glenn County Superior Court Judge

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25
26 ² The report shall be in the form of a declaration from the Settlement Administrator and shall
27 describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class
28 members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed,
(v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and
(vii) the nature and date of the disposition of those unclaimed funds.