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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

Leopoldo Martinez-Bravo, individually
and on behalf of others similarly situated,
and as an aggrieved employee and Private
Attorney General; and **Roberto Ramon**
Joya Estrada aka Roberto R. Flores
Cruz, individually and on behalf of all
similarly situated individuals,

Plaintiffs,

vs.

Mike Kelley Construction, Inc., a
California corporation; **Blake Kelley**, an
individual and Does 1 through 50, inclusive;

Defendants.

Lead Case No. 24CV05385 (Martinez-
Bravo)
Case No. 24CV05393 (Estrada)

[Cases consolidated on January 8, 2025]

[Assigned for all purposes to the
Honorable Thomas P. Anderle, Dept. 3]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA
SETTLEMENT**

Date: June 24, 2026
Time: 10:00 a.m.
Dept.: 3

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this
3 action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
4 "Stipulation") came on for hearing on June 24, 2026.

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

14 1. All terms used in this order shall have the same meanings given as those
15 terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion
16 for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the
17 Joint Stipulation of Class Action and PAGA Settlement (hereinafter "Settlement" or
18 "Settlement Agreement") is attached to the Declaration of Heather Davis in Support of
19 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 3** and
20 is made a part of this Order.¹

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

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

25 *"All current and former hourly paid or non-exempt employees employed by*
26 *Mike Kelley Construction, Inc., and Blake Kelley, within the State of*
California at any time between September 26, 2020, and September 7, 2025.

27
28 ¹ The Court granted preliminary approval of the Settlement on February 22, 2026.

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

3 5. The Court finds that an ascertainable class of 150 Participating Class
4 Members exists and a well-defined community of interest exists on the questions of law
5 and fact involved because in the context of the Settlement: (i) all related matters,
6 predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of
7 claims of the Class Members; and (iii) in negotiating, entering into and implementing the
8 Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
9 protected the interest of the Class Members.

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

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

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

27 9. The Court appoints Elliot J. Siegel of King & Siegel LLP, Xavier Villegas of
28 Law Office of Xavier Villegas, APC, and Heather Davis and D. Luke Clapp of Protection

1 Law Group, LLP as Class Counsel, and finds each of them to be adequate, experienced, and
2 well-versed in class action litigation.

3 10. The Court appoints Plaintiffs as the Class Representatives and finds them to
4 be adequate.

5 11. The Court is satisfied that Apex Class Action LLC which functioned as the
6 Settlement Administrator, completed the distribution of Class Notice to the Class in a
7 manner that comports with California Rule of Court 3.766. The Class Notice informed the
8 prospective Class Members of the Settlement terms, their right to do nothing and receive
9 their settlement share, their right to submit a request for exclusion, their rights to
10 comment on or object to the Settlement, and their right to appear at the Final Approval
11 and Fairness Hearing, and be heard regarding approval of the Settlement and adequate
12 periods of time to respond and to act were provided by each of these procedures.

13 12. As part of administration, the Court notes that zero Class Members filed
14 written objections to the Settlement as part of this notice process, zero Class Members filed
15 a written statement of intention to appear at the Final Approval and Fairness Hearing, and
16 zero Class Members submitted a request for exclusion.

17 13. The terms of the Settlement Agreement, including the Gross Settlement
18 Amount of \$499,000.00 and the allocation for determining Individual Settlement
19 Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and
20 the Courts grants final approval of the Settlement set forth in the Settlement Agreement,
21 subject to this Order.

22 14. The Court further approves the following distributions from the Gross
23 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
24 Agreement:

25 a. The \$174,650 amount, representing 35% of the Maximum Settlement
26 Amount, requested by Plaintiffs and Class Counsel for the Class Counsels' attorneys'
27 fees is fair and reasonable in light of the benefit obtained for the Class. Class
28 Counsels' fee request is also supported by its lodestar cross-check, and the Court

1 finds that Class Counsels' time spent on the matter and hourly rates charged by the
2 attorneys who worked on the matter are fair and reasonable. The Court grants final
3 approval of, awards, and orders the Class Counsel fees payment to be made in
4 accordance with the Settlement Agreement.

5 b. The Court awards Class Counsel \$17,856,314 in litigation costs, which
6 is an amount which the Court finds to be reflective of the actual and reasonable
7 costs incurred. The Court grants final approval of Class Counsels' litigation
8 expenses payment and orders payment of this amount to be made in accordance
9 with the Settlement Agreement.

10 c. The \$15,000 enhancement award requested for Named Plaintiff
11 Leopoldo Martinez-Bravo and the \$10,000 enhancement award requested for
12 Named Plaintiff Roberto Ramon Joya Estrada are fair and reasonable. The Court
13 grants final approval of the payments and orders the payments to be made in
14 accordance with the Settlement Agreement.

15 d. The amount of \$6,500 designated for payment to the Settlement
16 Administrator is fair and reasonable. The Court grants final approval of it and
17 orders the Parties to make the payment to the Settlement Administrator in
18 accordance with the Settlement Agreement.

19 e. The Court approves of the \$25,000 allocation assigned for claims
20 under the Labor Code Private Attorneys General Act of 2004, and orders 75%
21 thereof (*i.e.*, \$18,750.00) to be paid to the California Labor and Workforce
22 Development Agency and orders 25% thereof (*i.e.*, \$6,250.00) to be paid to the
23 PAGA Members in accordance with the terms of the Settlement Agreement.

24 15. The Court orders the Parties to otherwise comply with, effectuate, and carry
25 out all terms and provisions of the Settlement Agreement, to the extent that the terms
26 thereunder do not contradict with this order, in which case the provisions of this order
27 shall take precedence and supersede the Settlement Agreement.
28

1 16. All Participating Class Members shall be bound by the Settlement and this
2 order, including the release of the “Released Parties” from the “Released Class Claims” that
3 arose during the “Class Period” as set forth in the Settlement Agreement.

4 17. Plaintiffs, the LWDA, and the State California shall be bound by the
5 Settlement and this order including the release of the “Released Parties” from the
6 “Released PAGA Claims” that arose during the “PAGA Period.”

7 18. The Parties shall bear their own respective attorneys’ fees and costs except
8 as otherwise provided in this order and the Settlement Agreement.

9 All checks mailed to the Class Members must be cashed within 180 days of issuance and
10 will be negotiable through that date (the “Void Date”). Any envelope transmitting a
11 settlement distribution to a class member shall bear the notation, “YOUR CLASS ACTION
12 SETTLEMENT CHECK IS ENCLOSED.” The back of each Settlement check mailed to
13 Participating Class Members shall state: “By endorsing this check, I acknowledge that I
14 read, understood, and agree to the terms set forth in the Notice of Class Action Settlement
15 and elect to participate in the settlement of any potential FLSA claims covered by the
16 Agreement.

17 19. No later than 10 days from this order, the Settlement Administrator shall
18 give notice of judgment to Class Members pursuant to California Rules of Court, rule
19 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this
20 matter.

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

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

1 22. The Court hereby sets a hearing date of June _____, 2027 at _____ for a
2 hearing on the final accounting and distribution of the settlement funds. Counsel shall file
3 with the Court a report regarding the status of distribution at least five days before the
4 hearing.².

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

7
8 DATED: _____

Hon. Thomas P. Anderle
Santa Barbara 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
27 shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to
28 class 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.