

1 Danny Yadidsion, Esq., SBN 260282

2 **LABOR LAW PC**

3 100 Wilshire Blvd., Suite 700

4 Santa Monica, California 90401

5 Telephone: (310) 494-6082

6 Danny@LaborLawPC.com

7 Calendar@LaborLawPC.com

8 Attorney for Plaintiff

9 MARIA CELIA HERNANDEZ CAMPOVERDE,

10 individually and on behalf of the putative class and aggrieved employees

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SANTA BARBARA**

13 MARIA CELIA HERNANDEZ
14 CAMPOVERDE, an individual,

15 Plaintiff,

16 v.

17 MONTECITO BANK & TRUST, and DOES 1-
18 50, Inclusive,

19 Defendants.

CASE NO.: 24CV03118

CLASS ACTION

*Assigned for all purposes to the Honorable
Colleen K. Sterne, Dept. 5*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
FORM OF NOTICE TO THE CLASS,
CERTIFYING THE SETTLEMENT
CLASS, AND SETTING FINAL
APPROVAL HEARING**

RECITALS

Plaintiff Maria Celia Hernandez Campoverde (the “Named Plaintiff”), individually and on behalf of the Class and aggrieved employees, and Defendant Montecito Bank & Trust (“Defendant”) (collectively, the “Parties”) entered into a class action settlement, the terms and conditions of which are set forth in the parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (hereafter, the “Agreement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

The motion of Named Plaintiff for an order preliminarily approving the settlement of this action, approving the form of Class Notice, certifying the settlement class for settlement purposes, and setting a final approval hearing came on for hearing.

This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement appears fair, reasonable and adequate; (2) It is appropriate to certify the Class and PAGA Aggrieved Employees for settlement purposes; (3) A final fairness hearing should be held, after notice to the Class, to determine whether the Settlement should be finally approved and whether judgment should be entered pursuant to the terms of the Settlement; (4) The proposed PAGA Settlement component also appears to be fair and reasonable, and subject to approval under Labor Code § 2699(1)(2) at the Final Approval Hearing.

//

//

//

//

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND APPOINTMENT
OF CLASS REPRESENTATIVE AND CLASS COUNSEL

1. The Court finds that certification of the following class, for settlement purposes only, is appropriate: “all current and former hourly-paid, non-exempt employees who worked for Defendant in California from June 4, 2020 through February 17, 2025 (the Class Period).”

The Court also certifies, for settlement purposes, a group of aggrieved employees under the Private Attorneys General Act (PAGA), defined as: “All current and former hourly-paid, non-exempt employees who worked for Defendant in California from June 4, 2023 through February 17, 2025 (the ‘PAGA Period’).”

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the range of possible approval at the final approval hearing.

3. The Court preliminarily finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382, including: (i) the ascertainability and numerosity; (ii) commonality, as the Class Members' claims share core common issues of law and fact concerning Defendant's alleged wage-and-hour violations; (iii) typicality, as the claims of the Named Plaintiff arise from the same alleged conduct and legal theories as those of the Class Members; (iv) adequacy of representation, as the Named Plaintiff has interests aligned with the Class and is represented by experienced and competent counsel.

4. The Court further finds, preliminarily and for settlement purposes only, that common issues predominate over individual ones, and that a class action is a superior method for resolving this dispute. Class treatment will promote efficiency, reduce duplication, preserve judicial resources, and avoid the risk of inconsistent rulings.

1 5. For settlement purposes only, the Court finds that Maria Celia Hernandez Campoverde
2 is an adequate Class Representative and appoints her as such. The Court also finds that Danny
3 Yadidsion of Labor Law PC has provided adequate representation and appoints him as Class Counsel
4 for the settlement class.

5 6. The Court appoints Apex Class Action LLC as the Settlement Administrator. Apex
6 shall be responsible for mailing the Class Notice, receiving and processing any Requests for Exclusion
7 or objections, calculating and distributing Settlement Payments, and performing other administrative
8 duties as set forth in the Settlement Agreement..

9 7. The Court recognizes that certification under this Order is made for *settlement*
10 *purposes only*. This conditional certification shall not be construed as a determination that class
11 certification would be appropriate if the matter were litigated, and Defendant retains the right to
12 contest class certification in the event the Settlement does not receive final approval.
13

14 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

15 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
16 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
17 appears to be within the range of reasonableness of a settlement that could ultimately be given final
18 approval by this Court. It appears to the Court on a preliminary basis that:
19

20 a. The settlement amount is fair and reasonable to all Class Members when
21 balanced against the probable outcome of further litigation relating to liability and damages issues;

22 b. Extensive and costly investigation and research have been conducted such that
23 counsel for the parties at this time are reasonably able to evaluate their respective positions;

24 c. Settlement at this time will avoid additional substantial costs, such as those that
25 have already been incurred by both parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of this litigation; and
27
28

1 d. The proposed settlement has been reached as the result of intensive, serious,
2 and non-collusive arm's-length negotiations.

3 9. The Court further approves, for settlement purposes only, the following group of
4 employees as the representative group for the PAGA claim as defined in the Settlement Agreement:

5 “ all current and former hourly paid, non-exempt employees who worked for Defendant in
6 California at any time from June 4, 2023 through February 17, 2025.”

7 10. The Court grants approval of the PAGA Settlement Payment pursuant to the terms and
8 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
9 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code §
10 2699(1)(2).
11

12 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
13 object to, the PAGA Settlement Payment

14 12. If the Court does not grant final approval of the Settlement Agreement, approval of
15 the PAGA settlement will be vacated.
16

17 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE AND TIMELINE**
18 **FOR SENDING CLASS NOTICE**

19 13. This Court finds that the Class Notice fairly and adequately advises the potential Class
20 Members of the terms of the Settlement and the process for the Class Members to obtain the benefits
21 available under the Settlement Agreement, as well as the right of Class Members to opt out of the
22 class, to file documentation in opposition to the proposed settlement, and to appear at the settlement
23 hearing to be conducted on the date set by the Court. The Court further finds that the Class Notice
24 and proposed distribution of such Class Notice by first-class mail to each identified Class Member at
25 their last known address comports with all constitutional requirements, including those of due process
26 under the United States and California constitutions, and meets the requirements of Code of Civil
27
28

1 Procedure § 382 and California Rules of Court rule 3.766. Accordingly, good cause appearing
2 therefore, the Court hereby approves the proposed Class Notice.

3 14. The Settlement Administrator shall, as soon as practicable, but no later than
4 _____, 2025, cause the Class Notice to be mailed by first class mail to all known members
5 of the Class certified by this Court in this action to the most recent address in Defendants' business
6 records for each known member of the Class. The mailing of the Class Notices directed in this Order
7 constitutes the best notice practicable under the circumstances and sufficient notice to all members of
8 the Class.
9

10 15. The costs of settlement administration, including the cost of printing and mailing the
11 Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the
12 Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement
13 Agreement.

14 16. Each member of the Class who wishes to be excluded from the Class must submit a
15 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
16 Member who does not submit a timely request to be excluded from the Settlement consistent with the
17 terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement, even if
18 such Class Member has previously initiated or subsequently initiates individual litigation against
19 Defendants or other proceedings encompassed by the Settled Claims defined in the Settlement
20 Agreement.
21

22 **OBJECTIONS TO SETTLEMENT**

23 17. Any member of the Class who has not timely elected to be excluded from the Class,
24 and who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement or
25 the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the Settlement
26 Administrator a written statement of the objection, as well as the specific reasons, if any, for each
27
28

1 objection. The Settlement Administrator will promptly transmit any objections it receives to Class
2 Counsel and Defendants' counsel.

3 18. All written objections must be signed by the Class Member or the Class Member's
4 representative and must include the information specified in the Class Notice.

5 19. A Class Member may appear either in person or through personal counsel at the Final
6 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
7 the Class Member's expense.

8 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
9 of any and all objections or written requests for exclusion that come into their possession.
10

11 **FINAL APPROVAL FAIRNESS HEARING**

12 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of the
13 Settlement Agreement on _____, 2025, at _____ in this Court ("Final
14 Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this action
15 is fair, reasonable and adequate and should be finally approved. The Court will also consider at the
16 Final Hearing whether applications for Plaintiff's attorneys' fees and costs and enhancement award
17 to the Named Plaintiff should be granted and, if so, in what amounts.
18

19 22. Members of the Class who have not timely elected to be excluded from the Class and
20 who object to the proposed Settlement may appear and present such objections at the Settlement
21 Hearing in person or by counsel, provided that the objecting Class Member complied with the
22 requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be
23 received or considered, unless the requirements to object to the Settlement have been satisfied, except
24 as this Court may permit for good cause shown.
25

26 23. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
27 of the final approval of the Settlement Agreement and his request for approval of the attorneys' fees,
28 litigation costs, and enhancement award no later than 16 court days prior to the Final Hearing. After

1 the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the
2 Settlement Agreement that will adjudicate the rights of all Class Members.

3 24. The Parties are further ordered to abide by the Court's deadlines as set forth in Exhibit
4 A.

5 25. All discovery and other pretrial proceedings in this action are stayed and suspended
6 until further order of this Court, except such actions as may be necessary to implement the Settlement
7 Agreement and this Order.

8 26. If, for any reason, the Court does not grant final approval of the Settlement, all
9 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
10 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.
11

12
13 **IT IS SO ORDERED.**
14

15 Dated: _____, 2025.

16 _____
17 JUDGE OF THE SUPERIOR COURT
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Preliminary Timeline for Completion of Settlement

CASE NAME: Maria Celia Hernandez Campoverde v. Montecito Bank & Trust

CASE NO.: 24CV03118

Matter	Date
Order granting preliminary approval	
Defendant to provide class member data to Settlement Administrator (SA)	[Within forty-five (45) days after filing of the Preliminary Approval Order, or within the time ordered by the court]
SA to mail class notices	[Within fourteen (14) days after receipt of the class data from Defendant]
SA to conduct trace/search efforts and send a follow-up mailing	[Five (5) days after individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated]
Opt-out or objection deadline	[Forty-Five (45) days from the postmark of the initial mailing of the Class Notice]
SA to provide parties with a declaration regarding notices	[At least fourteen (14) days prior to the deadline for filing the motion for final approval]
Class Counsel to file a timely motion for final approval of the Settlement and a separate application for attorneys' fees and costs and an enhancement award	[At least sixteen (16) court days prior to the scheduled Final Approval Hearing date]
Hearing on motion for final settlement approval	
Deadline for defendant to Fund Settlement	[Thirty (30) days of the Effective Date]
SA to Distribute Settlement Payments to Class Members	[Within Fifteen (15) after the Funding Payment has been made by Defendant to the SA]
Deadline for Settlement Class Members and/or PAGA Members who are sent Settlement Payments to cash their settlement checks	[One hundred eighty (180) days after mailing by the SA]

MARIA CELIA HERNANDEZ CAMPOVERDE
v MONTECITO BANK & TRUST., et al.

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Arc.Salopagio@LaborLawPC.com.

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVING FORM OF NOTICE TO THE CLASS, CERTIFYING THE SETTLEMENT CLASS, AND SETTING FINAL APPROVAL HEARING

Jared W. Speier,
Jeffrey A. Dinkin
Lindsay Bowden
Jessica Dzamba

800 Anacapa Street, Suite A
Santa Barbara, CA 93101
jspeier@stradlinglaw.com,
jdinkin@stradlinglaw.com,
cbaker@stradlinglaw.com,
lbowden@stradlinglaw.com,
jdzamba@stradlinglaw.com.

() (BY FEDERAL EXPRESS) I caused said envelope(s) to be sent by Federal Express [Priority Overnight] to the offices of the addressee(s).

1 (XX) ((BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic
2 mail. My email address is Arc.Salopagio@laborlawpc.com.

3 () ((BY OVERNIGHT MAIL) I caused said envelope(s) to be sent by overnight mail to the
4 offices of the addressee(s).

5 //
6 //
7 //

8 Executed on July 18, 2025

9 I declare under penalty of perjury under the laws of the State of California that the above is true
10 and correct.

11 Arc Deniele Salopagio

12 Print Name

/s/ Arc Deniele Salopagio

Signature