

FILED

KERN COUNTY SUPERIOR COURT
01/06/2022

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DEPUTY

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

DULCE MARIA SANTACRUZ
SANCHEZ and SALUD SANTACRUZ,
individuals on behalf of themselves, the
State of California, as private attorneys
general, and on behalf of all others similarly
situated,

Plaintiffs,

v.

GOLDEN LABOR SERVICES, LLC, a
California Limited Liability Company;
PACIFIC AG MANAGEMENT, INC., a
California Corporation; and DOES 1 TO
50,

Defendants.

Case No. BCV-20-102729

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 6, 2022
Time: 8:30 a.m.
Dept: 11
Judge: Hon. J. Eric Bradshaw

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on January 6, 2022, in Department 11, the Honorable J. Eric Bradshaw presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support
8 of Plaintiffs' Motion for Order Granting Preliminary Approval of Class Action Settlement. All
9 terms used herein shall have the same meaning as defined in the Settlement Agreement. The
10 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the
11 Class, and the Court preliminarily approves the terms of the Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$875,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiffs of
15 \$7,500.00 each, for a total of \$15,000.00;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$291,666.67**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$9,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$20,000.00**; and
- 20 f. A PAGA allocation of \$25,000.00, with **\$37,500.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
28 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the

1 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
2 treatment of this dispute is superior to individual litigation because common issues predominate
3 over individual issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the implementation schedule in Paragraph 13 below.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The
13 Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
14 the Settlement as set forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed as non-exempt employees by*
24 *Defendants in California at any time during the Class Period. See Settlement Agreement, at §1.41.*
25 The Class Period is defined as November 20, 2016, through the Preliminary Approval Date. *See*
26 *Settlement Agreement, at §1.10.*

27 9. All Settlement Class members who do not timely opt out will release any and all
28 claims, debts, liabilities, demands, obligations, actions, causes of action, guarantees, liens,

1 promises, penalties, costs, expenses, interest, restitution, attorneys' fees and costs, losses, damages,
2 liquidated damages, punitive damages, equitable relief, or complaints of whatever kind or nature,
3 whether known or unknown, contingent or accrued, against Defendants or the Released Parties or
4 any of them, under any state, municipal or federal law, statute, ordinance, regulation, order or
5 common law principle or theory, arising out of or related to the allegations set forth in the Action,
6 the Complaint and/or Plaintiffs' PAGA notices to the LWDA, including, but not limited to:
7 **(1)** failure to pay minimum wage in accordance with applicable law including, but not limited to,
8 Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(2)** failure to pay overtime
9 wages in accordance with applicable law including, but not limited to, Labor Code sections 510,
10 1197, and 1198, and the Applicable Wage Order; **(3)** failure to provide rest breaks and/or failure
11 to pay rest break premiums in accordance with applicable law including, but not limited to, Labor
12 Code section 226.7 and the Applicable Wage Order; **(4)** failure to provide meal periods and/or
13 failure to pay meal period premiums in accordance with applicable law including, but not limited
14 to, Labor Code sections 226.7 and 512, and the Applicable Wage Order; **(5)** failure to maintain
15 accurate employment records in accordance with applicable law including, but not limited to, Labor
16 Code section 1174; **(6)** failure to pay wages during employment in accordance with applicable law
17 including, but not limited to, Labor Code sections 204, 210; **(7)** failure to pay all wages due and
18 owing at separation of employment in violation of applicable law including, without limitation,
19 Labor Code sections 201, 202, and 203; **(8)** waiting time penalties; **(9)** failure to reimburse business
20 expenses in accordance with applicable law including, but not limited to, Labor Code sections 2802
21 and 2804; **(10)** failure to provide accurate wage statements in violation of applicable law including,
22 without limitation, Labor Code sections 226 and 226.3; **(11)** failure to provide potable water in
23 accordance with applicable law including, without limitation, Labor Code sections 142.3 and
24 226.7, and the California Code of Regulations (Cal. Code Regs., tit. 8, § 3395); **(12)** failure to
25 provide suitable restrooms and/or toilet facilities in accordance with applicable law including,
26 without limitation, Labor Code sections 142.3 and 226.7, and the California Code of Regulations
27 (Cal. Code Regs., tit. 8, § 3364); **(13)** unfair competition, and/or deceptive, fraudulent, or otherwise
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1 unlawful business practices in violation of California’s Unfair Competition Law (Bus. & Prof.
2 Code, §§ 17200–17210); (14) penalties pursuant to the PAGA; (15) all other statutory penalties,
3 including those recoverable under the California Unfair Competition Act, and in particular,
4 California Bus. & Prof. Code Sections 17200, *et seq.*, California Code of Civil Procedure Section
5 1021.5; and any other provision of the California Labor Code, including but not limited to Labor
6 Code Sections 2698, *et seq.*, or any Applicable Wage Order, in all their iterations; (16) all claims
7 that were alleged in the Action or that could have been brought based on the facts alleged in the
8 Action; and (17) all claims for liquidated damages, penalties, interest, fees, costs based on the
9 foregoing (collectively, the “Released Claims”). The Released Claims include any unknown claims
10 that the Releasing Parties do not know or suspect to exist in his or her favor, which if known by
11 him or her, might have affected this Settlement Agreement with Defendants and the release of the
12 Released Parties. However, the Released Claims only include all claims alleged in the Action or
13 that could have been set forth based on the facts alleged in the Action to the fullest extent permitted
14 by law.

15 10. The Court confirms Plaintiffs Dulce Maria Santacruz Sanchez and Salud Santacruz
16 as Class Representative, and Jonathan Melmed and Laura M. Supanich of Melmed Law Group
17 P.C. as Class Counsel.

18 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

19 12. To facilitate administration of the Settlement pending final approval, the Court
20 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
21 administrative proceedings (including filing claims with the Division of Labor Standards
22 Enforcement of the California Department of Industrial Relations) regarding claims released by
23 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with
24 the Settlement Administrator and the time for filing claims with the Settlement Administrator has
25 elapsed.

26 13. The Court orders the following **Implementation Schedule** for further proceedings:
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1	a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
2			
3	b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after the Preliminary Approval Date]
4			
5	c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
6			
7	d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
8			
9	e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]
10			
11	f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
12			
13	g.	Final Approval and Fairness Hearing (the Court's first available date after May 15, 2022)	May 24 , 2022 at 8:30 a.m.p.m.
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14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 01/06/2022


Signed: 1/6/2022 11:22 AM
Hon. J. Eric Bradshaw
Judge of the Superior Court, Kern County