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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
02/15/2022
Darrel E. Parker, Executive Officer
BY Leyden, Sharon Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**
11 **(UNLIMITED JURISDICTION)**

12 RIGOBERTO MARES, on behalf of himself
13 and others similarly situated,

14 Plaintiff,

15 v.

16 MELVILLE VINEYARDS SOUTH, LLC and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 20CV03208

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING UNOPPOSED MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; (2) PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS AND APPOINTING CLASS COUNSEL; (3) APPROVING FORM AND METHOD OF CLASS NOTICE; AND (4) SCHEDULING A FINAL FAIRNESS HEARING

Date: January 27, 2022

Time: 8:30 a.m.

Hon.: Jed Beebe

Dept: SM4

1 The above-captioned matter came on for hearing before the Court on January 27, 2022 on
2 Plaintiff's unopposed Motion for (1) Preliminary Approval of a Class Action Settlement, (2)
3 Provisional Certification of a Proposed Settlement Class and Appointment of Class Counsel, (3)
4 Approval of a Proposed Form and Method of Class Notice, and (4) the Scheduling of a Final
5 Fairness Hearing. The Parties have entered into a class Settlement, attached as Exhibit 1 to the
6 Declaration of Enrique Martinez ("the Settlement") which, if approved, would resolve this class
7 action lawsuit (the "Action").

8 Upon review and consideration of the motion papers and the Settlement and the exhibits
9 thereto, including the proposed form of notice to the Settlement Class ("Class Notice"), attached to
10 the Settlement as Exhibit 1A, the Court finds that there is sufficient basis for (1) granting
11 preliminary approval of the Settlement; (2) provisionally certifying the class for settlement
12 purposes only; (3) appointing plaintiff's counsel as Class Counsel and appointing the named
13 plaintiff to represent the Settlement Class; (4) approving the Parties' proposed form and method of
14 notice to the Settlement Class; (5) approving the Parties' proposed Class Notice, and the
15 procedures set forth in the Settlement for class members to exclude themselves from the Settlement
16 Class or object to the Settlement, and directing that notice be disseminated to the Settlement Class
17 pursuant to the terms of the Settlement; (6) staying all non-settlement related proceedings in the
18 Action pending final approval of the Settlement; and (7) setting a final hearing (the "Fairness
19 Hearing") at which time the Court will consider whether to grant (a) final approval of the
20 Settlement and (b) Class Counsel's application for attorneys' fees and costs.

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

22 1. This Action is provisionally certified as a class action, for the purposes of settlement
23 only, pursuant to Code of Civil Procedure section 382.

24 2. The Settlement Class is defined as: "All non-exempt workers employed by
25 Defendant any time between October 2, 2016 and December 31, 2020, who were sent a *Belaire-*
26 *West* privacy notice, but not including the four employees who opted out from such notice."
27

1 3. Certification of the Settlement Class shall be solely for the purposes of settlement
2 and without prejudice to the Parties in the event the Settlement is not finally approved by this Court
3 or otherwise does not take effect.

4 4. The Court preliminarily approves the Settlement as fair, reasonable, and adequate,
5 entered into in good faith, free of collusion, and within the range of possible judicial approval.

6 5. The Court appoints the following attorneys as Class Counsel:

7
8 Enrique Martinez
9 LAW OFFICES OF JOHN E. HILL
10 333 Hegenberger Road, Ste. 500
11 Oakland, CA 94621
12 Telephone: (510) 588-1000
13 Facsimile: (510) 632-1445
14 Email: emartinez15@comcast.net

15 6. The Court appoints plaintiff Rigoberto Mares as class representative.

16 7. The Court appoints CPT Group, Inc. to serve as the settlement administrator and to
17 carry out all duties and responsibilities of the Claims Administrator as specified in the Settlement.

18 8. The Court approves the method of disseminating notice to the Settlement Class in
19 Spanish and English, as set forth in the Settlement. The Court approves the form and content of the
20 Class Notice attached hereto and to the Settlement as Exhibits 1A. The Court finds that the
21 proposed notice is reasonably clear and should be reasonably understandable to Settlement Class
22 members. The Court finds that the proposed form and method of notice provided in the Settlement
23 constitutes the best notice practicable under the circumstances, and will provide valid, due, and
24 sufficient notice to the Settlement Class in full compliance with the requirements of applicable law,
25 including Code of Civil Procedure section 382 and the Due Process Clause of the United States
26 Constitution, and is the only notice to the Settlement Class of the Settlement that is required.

27 9. Not later than five (5) days from the date of this Order, Defendant's counsel shall
28 provide to the Claims Administrator with a list of all members of the Settlement Class, their last
known addresses, telephone numbers, and social security or individual taxpayer identification
numbers, current or final pay rate, and whether they are former employees. Class Counsel shall
supplement this information with any more recent contact information available for members of the

1 Settlement Class and the Claims Administrator will request more recent address information from
2 the U.S. Postal Service. The Claims Administrator shall be responsible for preparing, printing, and
3 mailing to members of the Settlement Class the Class. A Spanish language translation (prepared
4 by the Claims Administrator) of all materials mailed to members of the Settlement Class shall be
5 included as a part of the same mailing.

6 10. No later than fourteen (14) days from the date of this Order, the Claims
7 Administrator shall send a copy of the Class Notice to members of the Settlement Class via First
8 Class regular U.S. mail, postage prepaid, using the most current mailing address information
9 available. The date of the original mailing will be the Notice Date. For any Class Notice returned
10 to the Claims Administrator as non-deliverable within forty-five (45) days of the Notice Date, the
11 Claims Administrator shall make prompt and reasonable efforts to locate the person involved,
12 using appropriate search methods. If new address information is obtained, the Claims
13 Administrator shall promptly re-mail the Class Notice to the addressee via First Class regular U.S.
14 mail, postage prepaid, using the new address. If the Claims Administrator is unable to obtain new
15 address information with regard to any Class Notice returned as non-deliverable within thirty (30)
16 days following the Notice Date, or if a Class Notice is returned as non-deliverable more than forty-
17 five days (45) days following the original mailing date, the Claims Administrator shall be deemed
18 to have satisfied its obligation to provide the Class Notice to the affected member of the Settlement
19 Class through the original mailing. In the event the procedures in this paragraph are followed and
20 the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient
21 shall nevertheless remain a member of the Settlement Class and shall be bound by all the terms of
22 this Settlement and the Order and Final Judgment.

23 11. Those members of the Settlement Class who wish to opt out of the settlement must
24 serve on the Claims Administrator a written statement opting out of the Settlement. Such written
25 statement must be served on the Claims Administrator no later than forty five (45) days from the
26 Notice Date.

27 12. If the Settlement is finally approved and becomes effective, any Settlement Class
28 member who does not send a timely and valid written statement opting out of the Settlement shall

1 be a Settlement Class Member and shall be bound by all subsequent proceedings, orders, and
2 judgments in this Action, including, but not limited to, the release of claims as provided in the
3 Settlement. All Private Attorney General Act (PAGA) aggrieved employees shall be bound by all
4 subsequent proceedings, orders, and judgments in this Action even if they opted-out of the class
5 settlement.

6 13. Those members of the Settlement Class who wish to object to the Settlement must
7 serve on the Claims Administrator a written statement objecting to the Settlement. Such written
8 statement must be served on the Claims Administrator no later than forty five (45) days from the
9 Notice Date. The Claims Administrator will file with this Court any objections received no later
10 than three (3) court days from the deadline. No member of the Settlement Class shall be entitled to
11 be heard at the Settlement Fairness Hearing (whether individually or through separate counsel) or
12 to object to this Settlement, and no written objections or briefs submitted by any member of the
13 Settlement Class shall be received or considered by the Court at the Settlement Fairness Hearing,
14 unless written notice of the class member's intention to appear at the Settlement Fairness Hearing,
15 and copies of any written objections or briefs, shall have been served on the Claims Administrator
16 no later than forty five (45) days from the Notice Date. Members of the Settlement Class who fail
17 to serve timely written objections in the manner specified above shall be deemed to have waived
18 any objections and shall be foreclosed from making any objection (whether by appeal or otherwise)
19 to the Settlement.

20 14. Any Settlement Class member who submits a timely and valid written objection
21 ("Objector") may appear at the Fairness Hearing, either in person or through personal counsel hired
22 at the Objector's own expense. Any Settlement Class member who does not submit a timely and
23 valid objection shall be deemed to have waived all objections to the Settlement and shall forever be
24 foreclosed from making any objection to the fairness, adequacy, or reasonableness of the
25 Settlement and any Final order and Final Judgment entered approving it.

26 15. The Court will hold a final Fairness Hearing on May 12, 2022 at
27 8:00³⁰ am to determine whether the Settlement should be finally approved as fair, reasonable and
28 adequate to the Settlement Class, whether Final Judgment should be entered dismissing the Action

1 with prejudice, and whether Class Counsel's application for an award of attorneys' fees and costs
2 pursuant to the Settlement should be approved.

3 16. The Parties shall file any motions in support of final approval of the Settlement and
4 Class Counsel shall file their fee application no later than 04/15, 2022.

5 17. The Parties shall file any responses to any Objectors, and any reply papers in
6 support of final approval or Class Counsel's fee application by no later than 5/5,
7 2022.

8 18. At no time shall any of the Parties or their counsel seek, solicit or otherwise
9 encourage, directly or indirectly, members of the Settlement Class to submit written objections to
10 the settlement, to opt out, or to appeal from the Order and Final Judgment.

11 19. The date of the Fairness Hearing as provided in this Order and related deadlines
12 may be rescheduled by the Court upon notice to the Parties.

13 20. This Order shall become null and void and shall be without prejudice to the rights of
14 the Parties, all of whom shall be restored to their respective positions existing immediately before
15 the Court entered this Order, if: (a) the Settlement is not finally approved by the Court, or does not
16 become final, pursuant to the terms of the Settlement; or (b) the Settlement does not become
17 effective pursuant to the terms of the Settlement for any other reason.

18 21. Pending the final determination of whether the Settlement should be approved, all
19 proceedings in this Action, except as may be necessary to implement the Settlement or to comply
20 with the terms of the Settlement, are hereby stayed.

21
22 IT IS SO ORDERED.

23
24 DATED: 02/15/2022


25 _____
26 JUDGE OF SUPERIOR COURT
27 **Jed Beebe**
28