

BIBIYAN LAW GROUP, P.C.

David D. Bibiyani (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

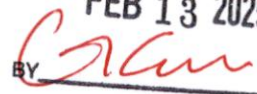
1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, MIRNA CAMACHO-GAXIOLA,
on behalf of herself and all others similarly situated
and aggrieved

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

FEB 13 2025
BY  **DEPUTY**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MIRNA CAMACHO-GAXIOLA, an
individual, and on behalf of all others similarly
situated and aggrieved,

Plaintiff,

v.

SUPREME ALMONDS OF CALIFORNIA,
INC., a California corporation; ALTAMIRA
LABOR SERVICE, INC.; RANDALL DEAN
BLOEMHOF, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: BCV-22-100558

[Assigned for all purposes to the Hon. Thomas
S. Clark in Dept. 17]


[PROPOSED] JUDGMENT

1 JUDGMENT

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement ("Order Granting Final
6 Approval") and the parties' First Amended Joint Stipulation Re: Class Action and Representative
7 Action Settlement ("Settlement," "Agreement" or "Settlement Agreement"). All terms used herein
8 shall have the same meaning as defined in the Settlement Agreement.

9 2. The "Settlement Class" ("Settlement Class Members" or "Class Members") means all
10 current and former non-exempt, hourly-paid employees who worked in California for defendant
11 Supreme Almonds of California, Inc. ("Supreme Almonds"), either directly or those who were
12 placed to work at Supreme Almonds by defendant Altamira Labor Services Inc. ("Altamira," and
13 collectively with Supreme Almonds, "Defendants") at any time between March 8, 2018 through
14 September 24, 2023 ("Class Period"), as well as those who did not work on or before September 24,
15 2023, but were mailed the Class Notice by the Settlement Administrator on June 6, 2024.

16 3. "Aggrieved Employees" means Class Members working for Supreme Almonds, either
17 directly, or those who were placed to work for Supreme Almonds by Altamira, as non-exempt,
18 hourly-paid employees at any time between March 7, 2021 through September 24, 2023 ("PAGA
19 Period").

20 4. Only one (1) Class Member opted out of the Settlement and zero (0) Class Members
21 objected to the Settlement.

22 5. Defendants shall pay the Gross Settlement Amount in two separate payments, as
23 follows: (1) no later than sixty-one (61) days of the Final Approval Date, as defined in the
24 Agreement, make a payment of one-half (1/2) the Gross Settlement Amount; and (2) no later than
25 nine (9) months after the first payment, make a final payment of the second half (1/2) of the Gross
26 Settlement Amount, including Employer Taxes to the Settlement Administrator pursuant to Internal
27 Revenue code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
28 ("QSA") with an FDIC insured banking institution, for distribution in accordance with the

1 Agreement and the Court's Orders and subject to the conditions described in the Agreement.
2 Defendants Supreme Almonds and Altamira shall each be responsible for paying half of the Gross
3 Settlement Amount and corresponding Employer Taxes. In no event shall Defendants be obligated
4 to pay or deposit with the Settlement Administrator more than the Gross Settlement Amount, plus
5 Employer Taxes, as defined in the Agreement.

6 6. Within seven (7) calendar days after payment of the full Gross Settlement Amount and
7 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
8 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified
9 in the Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to
10 Class Counsel, as specified in the Agreement and approved by the Court; (3) the Settlement
11 Administrator Costs, as specified in the Agreement and approved the Court; (4) the LWDA
12 Payment, as specified in the Agreement and approved by the Court; (5) Individual PAGA Payments
13 to Aggrieved Employees, as specified in the Agreement and approved by the Court; and (6)
14 Individual Settlement Payments to Participating Class Members, less Employee's Taxes and
15 Required Withholding, as specified in the Agreement and approved by the Court. All interest
16 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
17 Participating Class Members based on the number of Workweeks worked by them in the Class
18 Period. Each Participating Class Member, including Plaintiff, shall be responsible for the payment
19 of the Employee's Taxes and Required Withholding, as defined in the Agreement, with respect to

20 his or her Individual Settlement Payment and shall hold the Released Parties harmless from any and
21 all liability with regard thereto.

Those members who did not work on or before 9-24-23 but were mailed the Class Notice by the Settlement Administrator on June 6, 2024 are entitled to a distribution on the terms described in said Notice. To

22 7. Participating Class Members will receive an Individual Settlement Payment and
23 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment
24 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
25 (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration
26 of the 180-day period, checks for such payments shall be canceled and the Administrator shall
27 transmit the funds represented by such checks to the California Controller's Unclaimed Property
28 Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the

1 requirements of California Code of Civil Procedure Section 384.

2 8. Effective only upon the entry of this Judgment, entry of an Order granting Final
3 Approval of the Settlement, and payment by Defendants to the Settlement Administrator of the full
4 Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, all
5 Participating Class Members, Plaintiff, and all persons purporting to act on their behalf or purporting
6 to assert a claim under or through them, including but not limited to, their dependents, heirs and
7 assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators,
8 guardians, personal representatives, and successors-in-interest, whether individual, class,
9 representative, legal, equitable, direct or indirect, or any other type or in any other capacity
10 ("Releasing Parties") each releases the Released Parties, and each of them, of and from any and all
11 claims against the Released Parties asserted in the Operative Complaint filed in the Action, or any
12 and all claims that could have been asserted based on the factual allegations in the Operative
13 Complaint ("Class Released Claims"), including: (1) all claims for failure to pay overtime wages;
14 (2) all claims for failure to pay minimum wages; (3) all claims for failure to pay for all hours worked
15 (including off-the-clock work and in connection with rounding); (4) all claims for failure to provide
16 meal periods or compensation in lieu thereof; (5) all claims for failure to provide rest periods or
17 compensation in lieu thereof; (6) all claims for failure to pay all wages due upon termination; (7) all
18 claims for failure to provide accurate wage statements; (8) all claims for failure to timely pay wages
19 during employment; and (9) all claims asserted through California Business & Professions Code
20 section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative
21 Complaint. The Class Released Claims shall also include any and all claims that were raised, or that
22 reasonably could have been raised based on the facts and allegations in the Operative Complaint,
23 including all claims and theories arising under the applicable statutes and regulations raised therein,
24 including but not limited to Labor Code sections 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212,
25 213, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432, 432.5, 432.6, 510, 512,
26 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527,
27 2698, 2699, 2699.3, 2802, 2810.3, 2810.5, 3366, 3457, 6401, 6402, 5409.6, and 8397.4.

28 ///


1 9. For Aggrieved Employees and, to the extent permitted by law, the State of California,
2 the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
3 and in the Operative Complaint, or that could have been based on the factual allegations asserted in
4 the PAGA Notice or the Operative Complaint for PAGA civil penalties, including pursuant to Labor
5 Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, violations of Labor Code sections 200,
6 201, 201.3, 202, 203, 204, 212, 213, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432, 432.5,
7 432.6, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1182.12, 1194, 1194.2, 1197.1, 1198.5,
8 1527, 3366, 3457, 2802, 2810.3, 2810.5, 6401, 6402, 6409.6, 8397.4 (the "PAGA Released
9 Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the
10 "Released Claims." Defendants cannot be held liable henceforth for any penalties pursuant to PAGA
11 related to the PAGA Released Claims by Aggrieved Employees. In addition, the Parties, including
12 the Participating Class Members, further stipulate and agree that even if any Participating Class
13 Member is determined to be an "Aggrieved Employee" for purposes of PAGA as it relates to the
14 PAGA Released Claims, said Participating Class Members waive all potential right to any individual
15 relief for penalties prescribed by PAGA relating to the PAGA Released Claims.

16 10. The "Released Parties" shall include: each Defendant and each of their respective past,
17 present and future subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-
18 sponsored employee benefit plans of any nature, successors and predecessors in interest, partners,
19 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, joint
20 ventures, officers, directors, shareholders, exempt employees, agents, principals, heirs,
21 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees,
22 agents, and any individual or entity which could be liable for any of the Released Claims.

23 11. This document shall constitute a Judgment for purposes of California Rules of Court,
24 Rule 3.769(h).

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

26 Dated: 2/13, 2025


Judge of the Superior Court
THOMAS S. CLARK