

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (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 *Green* 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]

*tc*  
**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT, APPLICATION FOR  
ATTORNEYS' FEES AND COSTS, AND  
ENHANCEMENT AWARD**

1 This matter having come before the Court on January 9, 2025 for a final approval hearing  
2 pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order")  
3 of the class and representative action settlement upon the terms set forth in the First Amended Joint  
4 Stipulation Re: Class Action and Representative Action Settlement ("Settlement," "Agreement" or  
5 "Settlement Agreement") submitted in support of the Motion for Preliminary Approval of Class and  
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;  
7 and due and adequate notice having been given to the Class Members as required in the Preliminary  
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and  
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**  
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;  
12 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into  
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the  
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties  
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class ("Settlement Class,"  
19 "Settlement Class Members" or "Class Members"): all current and former non-exempt, hourly-paid  
20 employees who worked in California for defendant Supreme Almonds of California, Inc. ("Supreme  
21 Almonds"), either directly or those who were placed to work at Supreme Almonds by defendant  
22 Altamira Labor Services Inc. ("Altamira," and collectively with Supreme Almonds, "Defendants")  
23 at any time between March 8, 2018 through September 24, 2023 ("Class Period"), as well as those  
24 who did not work on or before September 24, 2023, but were mailed the Class Notice by the  
25 Settlement Administrator on June 6, 2024. *Those 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.*

26 5. "Plaintiff" refers to plaintiff Mirna Camacho-Gaxiola. *on the terms described in said notice.*

27 6. The parties released shall include: each Defendant and each of their respective past,  
28 present and future subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-

1 sponsored employee benefit plans of any nature, successors and predecessors in interest, partners,  
2 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, joint  
3 ventures, officers, directors, shareholders, exempt employees, agents, principals, heirs,  
4 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees,  
5 agents, and any individual or entity which could be liable for any of the Released Claims.

6 7. Effective only upon the entry of this Order, entry of Judgment and payment by  
7 Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers  
8 Taxes necessary to effectuate the Settlement, all Participating Class Members, Plaintiff, and all  
9 persons purporting to act on their behalf or purporting to assert a claim under or through them,  
10 including but not limited to, their dependents, heirs and assigns, beneficiaries, devisees, legatees,  
11 executors, administrators, agents, trustees, conservators, guardians, personal representatives, and  
12 successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect,  
13 or any other type or in any other capacity ("Releasing Parties") each releases the Released Parties,  
14 and each of them, of and from any and all claims against the Released Parties asserted in the  
15 Operative Complaint filed in the Action, or any and all claims that could have been asserted based  
16 on the factual allegations in the Operative Complaint ("Class Released Claims"), including: (1) all  
17 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all  
18 claims for failure to pay for all hours worked (including off-the-clock work and in connection with  
19 rounding); (4) all claims for failure to provide meal periods or compensation in lieu thereof; (5) all  
20 claims for failure to provide rest periods or compensation in lieu thereof; (6) all claims for failure  
21 to pay all wages due upon termination; (7) all claims for failure to provide accurate wage statements;  
22 (8) all claims for failure to timely pay wages during employment; and (9) all claims asserted through  
23 California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code  
24 violations referenced in the Operative Complaint. The Class Released Claims shall also include any  
25 and all claims that were raised, or that reasonably could have been raised based on the facts and  
26 allegations in the Operative Complaint, including all claims and theories arising under the applicable  
27 statutes and regulations raised therein, including but not limited to Labor Code sections 98.6, 200,  
28 201, 201.3, 202, 203, 204, 210, 212, 213, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246

1 *et seq.*, 432, 432.5, 432.6, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,  
2 1197.1, 1197.5, 1198.5, 1199, 1527, 2698, 2699, 2699.3, 2802, 2810.3, 2810.5, 3366, 3457, 6401,  
3 6402, 5409.6, and 8397.4.

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

19 9. Distribution of the Notice of Proposed Class Action Settlement and Date for Final  
20 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement  
21 Agreement and the other matters set forth herein have been completed in conformity with the  
22 Preliminary Approval Order and the Court's September 19, 2024, Order, including individual notice  
23 to all Class Members who could be identified through reasonable effort, and was the best notice  
24 practicable under the circumstances. This Class Notice provided due and adequate notice of the  
25 proceedings and of the matters set forth therein, including the proposed class settlement set forth in  
26 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully  
27 satisfied the requirement of due process.

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1       10. One (1) Class Member opted out of the Settlement and zero (0) Class Members objected  
2 to the Settlement. The Class Member who opted out of the Settlement is Deborah A. Peters.

3       11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that  
4 Plaintiff has satisfied the standards and applicable requirements for final approval of class action  
5 settlement under California law, including the provisions of Code of Civil Procedure section 382  
6 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in  
7 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

8       12. This Court hereby approves the settlement set forth in the Settlement Agreement and  
9 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to  
10 effectuate the settlement according to its terms. The Court finds that the settlement has been reached  
11 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds  
12 that the Parties have conducted extensive and costly investigation and research, and counsel for the  
13 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement  
14 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would  
15 be presented by the further prosecution of this Action. The Court has noted the significant benefits  
16 to the Class Members under the Settlement. The Court also finds that the class is properly certified  
17 as a class for settlement purposes only.

18       13. The Court approves plaintiff Mirna Camacho-Gaxiola as class representative.

19       14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,  
20 as Class Counsel.

21       15. The Court approves Apex Class Action Administration ("Apex") as the Settlement  
22 Administrator.

23       16. The Court hereby awards Class Counsel attorneys' fees in the total amount of \$511,000,  
24 which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted therefrom.  
25 In addition, the Court awards Class Counsel reimbursement of their costs of \$18,930.63 to be  
26 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the  
27 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement  
28 Agreement.



1        17. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff, in  
2 consideration of their time, effort and risk incurred on behalf of the Settlement Class, and for  
3 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.  
4 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross  
5 Settlement Amount as set forth in the Settlement Agreement.

6        18. The Court hereby approves the Settlement Administrator's cost in the amount of  
7 \$11,500.00. The Settlement Administrator, Apex Class Action Administration, shall be paid the cost  
8 of administration of the settlement from the Gross Settlement Amount.

9        19. The Court hereby approves the PAGA penalties amount of \$40,000.00, of which  
10 \$30,000.00 shall be paid to the LWDA and the remaining \$10,000.00 to be distributed to the  
11 "Aggrieved Employees", defined as Class Members working for Supreme Almonds, either directly,  
12 or those who were placed to work for Supreme Almonds by Altamira, as non-exempt, hourly-paid  
13 employees at any time between March 7, 2021 through September 24, 2023 ("PAGA Period").

14        20. The Net Settlement Amount of \$871,069.37 available to pay Settlement Class Members  
15 was determined by subtracting the requested Class Counsel attorneys' fees (\$511,000.00), Class  
16 Counsel's costs (\$18,930.63), enhancement award to Plaintiff (\$7,500.00), the PAGA penalties  
17 (\$40,000.00), and costs of settlement administration (\$11,500.00) from the Gross Settlement  
18 Amount (\$1,460,000.00).

19        21. Except as expressly provided herein, the Parties each shall bear all their own fees and  
20 costs in connection with this matter.

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

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

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

21 24. Participating Class Members will receive an Individual Settlement Payment and  
22 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment  
23 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty  
24 (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration  
25 of the 180-day period, checks for such payments shall be canceled and the Administrator shall  
26 transmit the funds represented by such checks to the California Controller's Unclaimed Property  
27 Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the  
28 requirements of California Code of Civil Procedure Section 384.

1        25. The Court finds that the class settlement on the terms set forth in the Settlement  
2 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of  
3 the released claims against Defendants.

4        26. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled  
5 for 3-27-26, at 8:30a.m, in Department 17 of the above entitled Court. At  
6 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that  
7 the claims have been paid and that administration of all the terms and conditions of the class action  
8 settlement have been completed. Should the Court find that said declaration has sufficiently  
9 evidenced full and complete administration of the class action settlement, the Hearing Re: Final  
10 Administration of the Class Action Settlement will go off-calendar.

11        27. Without affecting the finality of the Judgment in any way, this Court hereby retains  
12 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement  
13 and all orders and judgments entered in connection therewith.

14 **IT IS SO ORDERED.**

15  
16 Dated: 2/13, 2025



Judge of the Superior Court

**THOMAS S. CLARK**