

**MELMED LAW GROUP, P.C.**  
Jonathan Melmed (SBN 290218)  
jm@melmedlaw.com  
Laura M. Supanich (SBN 314805)  
lms@melmedlaw.com  
1801 Century Park East, Suite 850  
Los Angeles, California 90067  
Telephone: (310) 824-3828  
Facsimile: (310) 862-6851

*Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MADERA**

MARTHA SANCHEZ PADILLA, an  
individual, on behalf of herself, the State of  
California, as a private attorney general, and  
on behalf of all others similarly situated,

Plaintiff,

v.

CENTRAL IRRIGATION, INC., a  
California corporation; and DOES 1 TO 50,

Defendants.

Case No. MCV090815

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

Date: April 24, 2025

Time: 8:30 A.M.

Dept: ~~44~~ ÖÖUÙ

Judge: Hon. ~~Brian W. Enos~~ T & @ / R & @ \ [ ç & @

Complaint Filed: November 29, 2023

First Amended Complaint Filed: July 8, 2024

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came  
2 before this Court on April 24, 2025 at 8:30 a.m. in Department 44, the Honorable Brian W. Enos  
3 presiding. The Court having considered the papers submitted in support of the application of the  
4 parties, 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 herein as **Exhibit A**. All terms used herein shall have the same  
8 meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement  
9 Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily  
10 approves the terms of the Settlement Agreement, including, without limitation:

- 11 a. A non-reversionary Gross Settlement Amount of **\$205,000.00**;
- 12 b. The Class Representative enhancement payment to the named Plaintiff of  
13 **\$7,500.00**;
- 14 c. Court approved attorneys' fees to Class Counsel of up to **\$68,333.33**,  
15 representing one-third of the Gross Settlement Amount;
- 16 d. Court approved litigation costs to Class Counsel of up to **\$25,000.00**;
- 17 e. Fees and Costs of the Settlement Administrator of up to **\$20,000.00**; and
- 18 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to  
19 the California Labor & Workforce Development Agency for its portion of  
20 the PAGA penalties.

21 2. This Court has considered the papers in support of the Motion and the Settlement  
22 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified  
23 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the  
24 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality  
25 requirements; (d) the claims of the Class Representative are typical of the claims of the proposed  
26 Class Members; (e) Class Representative's counsel has and is able to adequately represent the  
27 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide  
28 treatment of this dispute is superior to individual litigation because common issues predominate  
over individual issues for settlement purposes.

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

4           4.     A final fairness hearing on the question of whether the proposed Settlement,  
5 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award  
6 should be finally approved as fair, reasonable and adequate as to the members of the Class is  
7 scheduled on the date and time set forth in the implementation schedule in Paragraph 14 below.

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

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

17           7.     It is ordered that the Settlement Class is preliminarily certified for settlement  
18 purposes only.

19           8.     The Court preliminarily certifies for settlement purposes only the Settlement Class  
20 defined as follows: *all individuals who are or were employed by Defendant(s) as non-exempt*  
21 *employees in California during the Class Period. See Settlement Agreement, at § 1.39. The Class*  
22 *Period is defined as the period of time from November 29, 2019, through May 30, 2024. See*  
23 *Settlement Agreement, at § 1.10.*

24           9.     The Court preliminarily approves for settlement purposes only the PAGA  
25 Settlement Class defined as follows: *all individuals who are or were employed by Defendants as*  
26 *non-exempt employees in California during the PAGA Period. See Settlement Agreement, at §*  
27 *1.30. The PAGA Period is defined as the period from November 29, 2022, through May 30, 2024.*  
28 *See Settlement Agreement, at § 1.29.*

          10.     All Settlement Class members who do not timely opt out will release all claims,

1 demands and liabilities under State, Federal and/or local law that were alleged, that could have  
2 been alleged and/or which arise out of, are attributable to and/or relate to the allegations set forth  
3 in the operative complaint and/or PAGA notice to the California Labor and Workforce  
4 Development Agency that arose during the Class Period and/or PAGA Period, including, but not  
5 limited to, claims for: **(1)** failure to pay minimum wage at the appropriate legal rate for all hours  
6 worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage  
7 Order(s); **(2)** failure to pay proper overtime wages at the appropriate legal rate in violation of Labor  
8 Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide  
9 compliant rest periods and/or pay missed rest break premiums in violation of Labor Code section  
10 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and/or  
11 pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the  
12 applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation  
13 of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of  
14 Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation  
15 of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation  
16 of Labor Code sections 2802 and 2804; **(9)** failure to provide accurate itemized wage statements (based  
17 on both direct and derivative theories of liability); **(10)** failure to maintain accurate payroll and employment  
18 records; **(11)** failure to provide paid sick leave or pay paid sick leave at the appropriate legal rate; **(12)**  
19 deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation  
20 of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(13)** statutory  
21 penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(14)** all  
22 claims for liquidated damages, penalties, premiums, interest, attorneys' fees, expert and/or  
23 consultant fees and costs based on the foregoing.

24 11. The Court confirms Plaintiff Martha Sanchez Padilla as Class Representative, and  
25 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

26 12. The Court appoints Apex Class Action Administration as the Settlement  
27 Administrator.

28 13. To facilitate administration of the Settlement pending final approval, the Court

hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

14. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to provide Class Counsel and Defense Counsel with Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
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]
g.	<b>Final Approval and Fairness Hearing</b> (the Court's first available date after October 15, 2025)	<u>Febe</u> , 2025 at <u>JKIE</u> a.m./p.m. Ö] æd ^} dñQ[ æåÁ. Å~ ] ^!cā[  •&@ æ^!• CEEY FQ ~!c@Jc^^çT æå!æZOOA

15. 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.

16. 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 section 664.6 to enforce the terms of the Settlement.

1                   **IT IS SO ORDERED.**

2  
3           Dated: 04/24/2025

  
\_\_\_\_\_  
Hon. Brian W. Enos   T 3 @ A / R \ \ [ c 3 @  
Judge of the Superior Court, County of Madera

5           The electronic signature and seal on  
6           this document have the same validity  
7           and legal force and effect as an original  
8           signature and court seal. California  
9           Government Code §68150(g).

**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF MADERA**

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, April 24, 2025, I served the foregoing document(s) described as:

- **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

By causing a true copy thereof to be served on the following parties and/or individuals:

**HENDERSON HATFIELD, A Professional Corporation**

Stacy L. Henderson  
stacy@hendersonhatfield.com  
Vanessa Luna  
vanessa@hendersonhatfield.com  
1101 15<sup>th</sup> Street  
Modesto, California 95354  
Telephone: (209) 924-4894  
Fax: (209) 599-5008

*Attorneys for Defendant Central Irrigation, Inc.*

**[XX]BY ELECTRONIC TRANSMISSION.** Pursuant to CCP section 1010.6(e), I caused sue document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 24, 2025, in Los Angeles, California.

  
\_\_\_\_\_  
Jennifer Gonzalez