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ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 06/25/2025  
By Deputy: Nazarian, Agnes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF MONTEREY**

GABRIEL QUEZADA, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

B & P PACKING CO., INC.; a California  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 22CV002327

Assigned for All Purposes to:  
Honorable Carrie M. Panetta  
Department 14

**CLASS ACTION**

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF  
CLASS NOTICE, SETTING OF FINAL  
APPROVAL HEARING DATE**

Hearing Date: June 6, 2025  
Hearing Time: 8:30 a.m.  
Hearing Place: Department 14

Complaint Filed: August 8, 2022  
FAC Filed: January 31, 2025  
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,  
3 the Honorable Carrie M. Panetta presiding, on June 6, 2025 at 8:30 a.m. The Court, having  
4 considered the papers submitted in support of the Motion, **ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the settlement based upon the  
6 terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement,"  
7 "Settlement," or "Agreement"). Attached hereto as **Exhibit 1** is a true and correct copy of the  
8 Agreement. Capitalized terms shall have the definitions set forth in the Agreement.

9 2. The following Class is conditionally certified for purposes of settlement  
10 only: all current and former hourly-paid or non-exempt employees of Defendant B & P Packing  
11 Co., Inc. ("Defendant") within the State of California at any time during the period from February  
12 18, 2018, through the date of preliminary approval ("Class," "Class Members," and "Class Period").

13 3. The settlement embodied in the Settlement Agreement appears to be fair,  
14 adequate, and reasonable to the Class. The Settlement Agreement falls within the range of  
15 reasonableness and appears to be presumptively valid, subject only to any objections that may be  
16 raised at the Final Approval Hearing.

17 4. Plaintiff Gabriel Quezada ("Plaintiff") is conditionally approved to serve as  
18 the class representative.

19 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are  
20 conditionally approved as Class Counsel for the Class.

21 6. The Court confirms Apex Class Action Administration as the Administrator.

22 7. The Gross Settlement Amount of \$195,000 is conditionally approved.

23 8. The payment of the Class Counsel Fees Payment not to exceed \$68,250 (35%  
24 of the Gross Settlement Amount) to Class Counsel and Class Counsel Litigation Expenses Payment  
25 for litigation costs incurred not to exceed \$25,000 to Class Counsel are conditionally approved.

26 9. The Class Representative Service Payment not to exceed \$7,500 to Plaintiff  
27 for his services as the class representative is conditionally approved.

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1           10.     The payment of the Administration Expenses Payment not to exceed \$10,000  
2 to the Administrator for its services is conditionally approved.

3           11.     The Court conditionally approves the Private Attorneys General Act of 2004  
4 (“PAGA”) Penalties not to exceed \$10,000 the Parties have allocated for the settlement of the  
5 claims for PAGA penalties stemming from the alleged Labor Code violations. Sixty-five percent  
6 (65%) of the PAGA Penalties (\$6,500) will be paid to the California Labor and Workforce  
7 Development Agency, and the remaining thirty-five percent (35%) of the PAGA Penalties (\$3,500)  
8 will be paid to the Aggrieved Employees, on a pro rata basis.

9           12.     A Final Approval Hearing on the question of whether the Settlement  
10 Agreement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class  
11 Representative Service Payment should be finally approved as fair, reasonable, and adequate as to  
12 all Class Members who do not submit valid and timely Requests for Exclusion from the Settlement  
13 is scheduled on the date and time set forth below.

14           13.     The Court approves, as to form and content, the Court Approved Notice of  
15 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached  
16 as **Exhibit A** to the Agreement. The Court also approves the procedure for the Class Members to  
17 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

18           14.     The Court directs the mailing of the Class Notice to all identified Class  
19 Members via first-class United States Postal Service mail in accordance with the implementation  
20 schedule set forth below. The Court finds the dates selected for the mailing and distribution of the  
21 Class Notice meet the requirements of due process, provide the best notice practicable under the  
22 circumstances, and shall constitute due and sufficient notice to all persons entitled.

23           15.     To facilitate administration of the Settlement pending final approval, the  
24 Court enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or  
25 administrative proceedings based on claims released by the Settlement unless and until such Class  
26 Members have filed valid requests for exclusion with the Administrator and the time for filing valid  
27 requests for exclusion with the Administrator has not elapsed.

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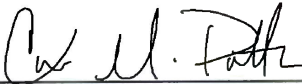
1 16. The Court orders the following implementation schedule for proceedings:

2 a.	Deadline for Defendant to submit Class Data to Administrator	No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement
3 b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
4 c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within forty-five (45) calendar days from the initial mailing of the Class Notice
5 d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
6 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
7 f.	Final Approval Hearing	11/14/25 at 8:30 a.m. <del>7 p.m.</del> in Department 14

17 Dated: 6/24/2025

IT IS SO ORDERED.

18 By:

  
Honorable Carrie M. Panetta  
Judge of the Superior Court

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21 The Settlement and Class Notice shall include the Boys and  
22 Girls Club of Monterey County as the cy pres  
23 beneficiary of any unclaimed funds.  
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