

1 **MELMED LAW GROUP P.C.**
Jonathan Melmed (SBN 290218)
2 jm@melmedlaw.com
3 Laura Supanich (SBN 314805)
lms@melmedlaw.com
4 Arthur Mgdesyan (SBN 362255)
amd@melmedlaw.com
5 1801 Century Park East, Suite 850
Los Angeles, California 90067
6 Telephone: (310) 824-3828
7 Fax: (310) 862-6851

FILED

03/24/2026

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Costa, Marilyn

DEPUTY CLERK

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF MENDOCINO**

11 VICENTE JARA, an individual, on behalf of
12 himself, the State of California, as a private
13 attorney general, and on behalf of all others
14 similarly situated,

15 Plaintiff,

16 v.

17 H & M LOGGING, a California Corporation;
18 and DOES 1 TO 50,

19 Defendants.
20

Case Number: 24CV00821

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Declarations of Arthur Mgdesyan, Vicente Jara,
and Notice of Motion and Motion for
Preliminary Approval filed concurrently
herewith]*

Date: March 13, 2026

Time: 9:30 a.m.

Dept.: **TM E IN UKIAH**

Judge: ~~Hon. Clayton Brennan~~
Jeanine B. Nadel

Complaint Filed: July 10, 2024

FAC Filed: September 13, 2024

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on March 13, 2026 in Department TM, the Honorable Clayton Brennan presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the *Settlement Agreement and Release of Class Action* (the "Settlement
7 Agreement") attached herein as **Exhibit A**. All terms used herein shall have the same meaning as
8 defined in the Settlement Agreement. The settlement set forth in the Settlement Agreement appears to
9 be fair, adequate and reasonable to the Class, and the Court preliminarily approves the terms of the
10 Settlement Agreement, including, without limitation:

- 11 a. A non-reversionary Gross Settlement Amount of \$92,260.00;
- 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 \$30,753.33,
15 representing one-third of the Gross Settlement Amount;
- 16 d. Court-approved litigation costs to Class Counsel of up to \$15,000.00;
- 17 e. Fees and Costs of the Settlement Administrator of up to \$10,000.00; and
- 18 f. A PAGA allocation of \$20,000.00, with \$13,000.00 (i.e., 65%) payable to the
19 California Labor & Workforce Development Agency for its portion of the
20 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 Class
26 Members; (e) Class Representative's counsel has and is able to adequately represent the proposed
27 Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide treatment of
28 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 and
3 final approval by this Court.

4 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
5 fees and costs to Class Counsel, and the Class Representative’s enhancement award should be finally
6 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
7 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 to the Settlement Agreement as **Exhibit 1**. The Court approves
10 the procedure for Class Members to participate in, to opt out of and to object to the Settlement as set
11 forth in the Settlement Agreement. The Court approves, as to form and content, the Share Form,
12 attached herein as **Exhibit 2**.

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

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

20 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
21 defined as follows: *all individuals who are or were employed by Defendant(s) as non-exempt*
22 *employees in California during the Class Period. See Settlement Agreement, at § 1.39.* The Class
23 Period is defined as the period of time from July 10, 2020, through the date of preliminary approval
24 of the settlement. *See Settlement Agreement, at § 1.10.*

25 9. The Court preliminarily approves, for settlement purposes only, the PAGA Settlement
26 Class defined as follows: *all individuals who are or were employed by Defendants as non-exempt*
27 *employees in California during the PAGA Period. See Settlement Agreement, at § 1.30.* The PAGA
28 Period is defined as the period from July 10, 2020, through the date of preliminary approval of the
settlement. *See Settlement Agreement, at § 1.29.*

1 10. All Settlement Class members who do not timely opt out will release those claims
2 arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA,
3 which arose during the Class Period, including claims for: (1) failure to pay minimum wage (Labor
4 Code §§ 1194, 1194.2, 1197); (2) failure to pay overtime wages (Labor Code §§ 510); (3) failure to
5 provide rest periods and pay missed rest period premiums (Labor Code § 226.7; (4) failure to provide
6 meal periods and pay missed meal period premiums (Labor Code §§ 226.7 and 512) (5) failure to
7 maintain accurate employment records (Labor Code § 1174); (6) failure to pay wages timely during
8 employment (Labor Code §§ 204 and 210) (7) failure to pay all wages earned and unpaid at separation
9 (Labor Code §§ 201-203); (8) failure to reimburse expenses in (Labor Code §§ 2802 and 2804) (9)
10 failure to provide complete and accurate wage statements (Labor Code § 226); (10) unfair business
11 practices based on the foregoing (Business & Professions Code § 17200 *et seq.*); and (11) PAGA civil
12 penalties based on the foregoing and (12) all claims for liquidated damages, penalties, interest, fees,
13 costs based on the foregoing.

14 11. The Court confirms Plaintiff Vicente Jara as Class Representative, and Jonathan
15 Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

16 12. The Court appoints APEX Class Action LLC as the Settlement Administrator.

17 13. To facilitate administration of the Settlement pending final approval, the Court hereby
18 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
19 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
20 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
21 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
22 and the time for filing claims with the Settlement Administrator has elapsed.

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

24	a. Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
25		
26	b. Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
27		
28	c. Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]

1	d. Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
2	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]
3	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]
4	g. Final Approval and Fairness Hearing	
5	(the Court's first available date after January 25, 2026)	<u>7/17/2026</u> at <u>9:30</u> a.m. p.m.
6		
7		
8		
9		
10		
11		

12
13 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.

14
15 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.

16
17 **IT IS SO ORDERED.**

18
19 Dated: 3/13/2026

18
19 

20 ~~HON. CLAYTON BRENNAN~~ Jeanine B. Nadel
21 Judge of the Superior Court, County of Mendocino