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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**

11
12 **Leopoldo Martinez-Bravo**, individually
13 and on behalf of others similarly situated,
14 and as an aggrieved employee and Private
15 Attorney General; and **Roberto Ramon**
16 **Joya Estrada aka Roberto R. Flores**
17 **Cruz**, individually and on behalf of all
18 similarly situated individuals,

19 Plaintiffs,

20 vs.

21 **Mike Kelley Construction, Inc.**, a
22 California corporation; **Blake Kelley**, an
23 individual and Does 1 through 50, inclusive;

24 Defendants.

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
07/14/2026

Angela Braun, Executive Officer
BY Chavez, Terri Deputy Clerk

Lead Case No. 24CV05385 (Martinez-
Bravo)
Case No. 24CV05393 (Estrada)

[Cases consolidated on January 8, 2025]

[Assigned for all purposes to the
Honorable Thomas P. Anderle, Dept. 3]

CLASS ACTION

**~~[PROPOSED]~~ ORDER FINALLY
APPROVING CLASS AND PAGA
SETTLEMENT**

Date: June 24, 2026
Time: 10:00 a.m.
Dept.: 3

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and the Settlement Class*

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2 ~~**[PROPOSED]**~~ **ORDER**

3 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this
4 action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or
5 "Stipulation") came on for hearing on June 24, 2026.

6 In conformity with California Rules of Court, rule 3.769, with due and adequate
7 notice having been given to Class Members (as defined in the Settlement Agreement), and
8 having considered the supplemental declaration of the Settlement Administrator,
9 Settlement Agreement, all of the legal authorities and documents submitted in support
10 thereof, all papers filed and proceedings had herein, all oral and written comments
11 received regarding the Settlement Agreement, and having reviewed the record in this
12 litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
13 Agreement and orders and makes the following findings and determinations and enters
14 final judgment as follows:

15 1. All terms used in this order shall have the same meanings given as those
16 terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion
17 for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the
18 Joint Stipulation of Class Action and PAGA Settlement (hereinafter "Settlement" or
19 "Settlement Agreement") is attached to the Declaration of Heather Davis in Support of
20 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 3** and
21 is made a part of this Order.¹

22 2. The Court has personal jurisdiction over the Parties to this litigation and
23 subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

24 3. The previously certified Class, as further defined in the Settlement is as
25 follows:

26 *"All current and former hourly paid or non-exempt employees employed by*
27 *Mike Kelley Construction, Inc., and Blake Kelley, within the State of*

28 ¹ The Court granted preliminary approval of the Settlement on February 22, 2026.

1 *California at any time between September 26, 2020, and September 7, 2025.*

2 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of
3 the California Rules of Court for the purpose of effectuating the Settlement.

4 5. The Court finds that an ascertainable class of 150 Participating Class
5 Members exists and a well-defined community of interest exists on the questions of law
6 and fact involved because in the context of the Settlement: (i) all related matters,
7 predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of
8 claims of the Class Members; and (iii) in negotiating, entering into and implementing the
9 Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
10 protected the interest of the Class Members.

11 6. The Court finds that the Settlement Agreement has been reached as a result
12 of informed and non-collusive arm's-length negotiations. The Court further finds that the
13 Parties have conducted extensive litigation, investigation, and research, and their
14 attorneys were able to reasonably evaluate their respective positions over the course of this
15 litigation.

16 7. The Court finds that the Settlement constitutes a fair, adequate, and
17 reasonable compromise of the Class's claims and will avoid additional and potentially
18 substantial litigation costs, as well as the delay and risks of the Parties if they were to
19 continue to litigate the case. After considering the monetary recovery provided as part of
20 the Settlement in light of the challenges posed by continued litigation, trial, and appeals,
21 the Court concludes that Class Counsel secured significant relief for Class Members.

22 8. The Court hereby approves the terms set forth in the Settlement Agreement
23 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent
24 with all applicable requirements of the California Code of Civil Procedure, the California
25 and United States Constitutions, including the Due Process clauses, the California Rules
26 of Court, and any other applicable law, and in the best interests of each of the Parties and
27 Class Members.

1 9. The Court appoints Elliot J. Siegel of King & Siegel LLP, Xavier Villegas of
2 Law Office of Xavier Villegas, APC, and Heather Davis and D. Luke Clapp of Protection
3 Law Group, LLP as Class Counsel, and finds each of them to be adequate, experienced, and
4 well-versed in class action litigation.

5 10. The Court appoints Plaintiffs as the Class Representatives and finds them to
6 be adequate.

7 11. The Court is satisfied that Apex Class Action LLC which functioned as the
8 Settlement Administrator, completed the distribution of Class Notice to the Class in a
9 manner that comports with California Rule of Court 3.766. The Class Notice informed the
10 prospective Class Members of the Settlement terms, their right to do nothing and receive
11 their settlement share, their right to submit a request for exclusion, their rights to
12 comment on or object to the Settlement, and their right to appear at the Final Approval
13 and Fairness Hearing, and be heard regarding approval of the Settlement and adequate
14 periods of time to respond and to act were provided by each of these procedures.

15 12. As part of administration, the Court notes that zero Class Members filed
16 written objections to the Settlement as part of this notice process, zero Class Members filed
17 a written statement of intention to appear at the Final Approval and Fairness Hearing, and
18 zero Class Members submitted a request for exclusion.

19 13. The terms of the Settlement Agreement, including the Gross Settlement
20 Amount of \$499,000.00 and the allocation for determining Individual Settlement
21 Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and
22 the Courts grants final approval of the Settlement set forth in the Settlement Agreement,
23 subject to this Order.

24 14. The Court further approves the following distributions from the Gross
25 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
26 Agreement:

27 a. The \$174,650 amount, representing 35% of the Maximum Settlement
28 Amount, requested by Plaintiffs and Class Counsel for the Class Counsels' attorneys'

1 fees is fair and reasonable in light of the benefit obtained for the Class. Class
2 Counsels' fee request is also supported by its lodestar cross-check, and the Court
3 finds that Class Counsels' time spent on the matter and hourly rates charged by the
4 attorneys who worked on the matter are fair and reasonable. The Court grants final
5 approval of, awards, and orders the Class Counsel fees payment to be made in
6 accordance with the Settlement Agreement.

7 b. The Court awards Class Counsel \$17,856.14 in litigation costs, which
8 is an amount which the Court finds to be reflective of the actual and reasonable
9 costs incurred. The Court grants final approval of Class Counsels' litigation
10 expenses payment and orders payment of this amount to be made in accordance
11 with the Settlement Agreement.

12 c. The \$15,000 enhancement award requested for Named Plaintiff
13 Leopoldo Martinez-Bravo and the \$10,000 enhancement award requested for
14 Named Plaintiff Roberto Ramon Joya Estrada are fair and reasonable. The Court
15 grants final approval of the payments and orders the payments to be made in
16 accordance with the Settlement Agreement.

17 d. The amount of \$6,500 designated for payment to the Settlement
18 Administrator is fair and reasonable. The Court grants final approval of it and
19 orders the Parties to make the payment to the Settlement Administrator in
20 accordance with the Settlement Agreement.

21 e. The Court approves of the \$25,000 allocation assigned for claims
22 under the Labor Code Private Attorneys General Act of 2004, and orders 75%
23 thereof (*i.e.*, \$18,750.00) to be paid to the California Labor and Workforce
24 Development Agency and orders 25% thereof (*i.e.*, \$6,250.00) to be paid to the
25 PAGA Members in accordance with the terms of the Settlement Agreement.

26 15. The Court orders the Parties to otherwise comply with, effectuate, and carry
27 out all terms and provisions of the Settlement Agreement, to the extent that the terms
28

thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

16. All Participating Class Members shall be bound by the Settlement and this order, including the release of the “Released Parties” from the “Released Class Claims” that arose during the “Class Period” as set forth in the Settlement Agreement.

17. Plaintiffs, the LWDA, and the State California shall be bound by the Settlement and this order including the release of the “Released Parties” from the “Released PAGA Claims” that arose during the “PAGA Period.”

18. The Parties shall bear their own respective attorneys’ fees and costs except as otherwise provided in this order and the Settlement Agreement.

All checks mailed to the Class Members must be cashed within 180 days of issuance and will be negotiable through that date (the “Void Date”). Any envelope transmitting a settlement distribution to a class member shall bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The back of each Settlement check mailed to Participating Class Members shall state: “By endorsing this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and elect to participate in the settlement of any potential FLSA claims covered by the Agreement.

19. No later than 10 days from this order, the Settlement Administrator shall give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this matter.

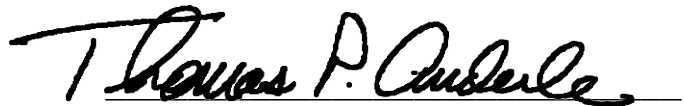
20. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

21. This Final Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendants.

22. The Court hereby sets a hearing date of June ____, 2027 at ____ for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report regarding the status of distribution at least five days before the hearing.².

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 07/14/2026



Hon. Thomas P. Anderle
Santa Barbara County Superior Court Judge

² The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.