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on behalf of himself and all others similarly situated
and aggrieved

FILED

Superior Court of California,
County of Imperial

07/28/2026 at 09:23:39 AM

By: Alexandra Esparza, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

ADRIAN GARCIA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

DUNE COMPANY OF IMPERIAL
VALLEY, LLC, a California Limited Liability
Company; THE DUNE COMPANY OF
SALINAS, LLC, a California Limited
Liability Company; GOWAN SEED
COMPANY, LLC, a California Limited
Liability Company; GOWAN SEEDTECH
LLC, a Arizona Limited Liability Company;
GOWAN COTTON COMPANY, LLC, a
Arizona Limited Liability Company;
EARTHWORK SEEDS, LLC, a Arizona
Limited Liability Company; GOWAN USA,
LLC, a Arizona Limited Liability Com; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: ECU003940

[Assigned for all purposes to the Hon. Brooks
L. Anderholt in Dept. 9]

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Adrian Garcia (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Vedang J. Patel, David D. Bibiyan, Adrian Garcia and Sean Hartranft, the Class and PAGA
5 Action Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by Defendant Dune Company of Imperial Valley, LLC (“Defendant”), either
14 directly or through any subsidiary, staffing agency, or professional employer organization, as non-
15 exempt, hourly-paid employees during the Period from January 31, 2021 through October 13, 2025
16 in the State of California (“Class Period”).

17 3. The Court preliminarily appoints the named plaintiff Adrian Garcia (“Plaintiff”) as
18 Class Representative, and David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., as
19 Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content of the Notice of proposed Class Action
5 Settlement and Date for Final Approval Hearing (“Class Notice”) submitted herewith.

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$300,000.00, which is inclusive of: attorneys’ fees of not more than thirty-
12 five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the
13 Agreement, amounts to \$105,000.00, in addition to actual costs incurred of up to \$30,000.00; service
14 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$5,730.00
15 and Private Attorneys General Act of 2004 (“PAGA”) penalties in the amount of \$30,000.00, of
16 which \$22,500.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”)
17 and \$7,500.00 (25%) to “Aggrieved Employees,” defined as all persons currently or formerly
18 employed by Defendant, either directly or through any subsidiary, staffing agency, or professional
19 employer organization, as non-exempt, hourly-paid employees during the Period from October 28,
20 2023 through the end of the Class Period in the State of California (“PAGA Period”).

21 8. The Gross Settlement Amount expressly excludes Employer’s Share of Payroll
22 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
23 Settlement Amount.

24 9. Class Member’s “Workweek” shall mean any week during which a Class Member
25 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates
26 (as applicable), and termination dates (as applicable).

27 10. Defendant represents that there are no more than 4,895 Workweeks during the Class
28 Period. In the event the number of Workweeks during the Class Period increases by more than 10%,

1 or 489 Workweeks, Defendant, in its sole discretion, can elect to either (1) end the Class Period on
2 the date that the Workweeks reached 5,384 or (2) increase the Gross Settlement Amount
3 proportionally by the Workweeks in excess of 5,384 Workweeks multiplied by the Workweek
4 Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 4,895.
5 The Parties agree that the Workweek Value amounts to \$61.29 per Workweek ($\$300,000.00 / 4,895$
6 Workweeks). Thus, for example, should there be 5,800 Workweeks in the Class Period, then the
7 Gross Settlement Amount shall be increased by \$25,496.64. ($[5,800 \text{ Workweeks} - 5,384$
8 $\text{Workweeks}] \times \$61.29/\text{Workweek}$).

9 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
10 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
11 costs, not to exceed \$5,730.00 out of the Gross Settlement Amount for services to be rendered by
12 Phoenix on behalf of the class.

13 12. Not later than seven (7) days after full execution of the Settlement by the Parties,
14 Defendant will have delivered the Class Data to the Administrator in the form of a Microsoft Excel
15 spreadsheet. “Class Data” means Class Member’s identifying information in Defendant’s
16 possession including the Class Member’s name, last-known mailing address, Social Security
17 number, hire dates, termination dates (as applicable) and re-hire dates (as applicable).

18 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
19 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
20 and restrict access to the Class Data to Administrator’s employees who need access to the Class
21 Data to effect and perform under this Agreement.

22 14. Before mailing Class Notices, the Administrator shall update Class Members’ addresses
23 using the National Change of Address database.

24 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
25 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
26 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with
27 Spanish translation, substantially in the form attached to this Agreement as Exhibit “A.”

28 16. “Response Deadline” means forty-five (45) days after the Administrator mails Notice

1 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
2 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
3 Settlement. Class Members to whom Notice Packets are resent after having been returned
4 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
5 Deadline has expired.

6 17. Before the date by which Plaintiff is required to file the Motion for Final Approval
7 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
8 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
9 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
10 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
11 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
12 number of written objections and attach the Exclusion List.

13 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
14 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
15 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
16 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
17 representative that reasonably communicates the Class Member's election to be excluded from the
18 Settlement and includes the Class Member's name, address, and email address or telephone number.
19 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

20 19. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members'
23 Releases under the Agreement, regardless of whether the Participating Class Member actually
24 receives the Class Notice or objects to the Settlement.

25 20. Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28 and/or Class Representative Service Payment. Participating Class Members may send written

1 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
2 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
3 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
4 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
5 additional 15 days for Class Members whose Class Notice was re-mailed).

6 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
7 Request for Exclusion will control, and the Objection will be disregarded.

8 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
10 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
11 Class Notice. The Class Member may challenge the allocation by communicating with the
12 Administrator via mail.

13 23. For the duration of the Class Period, all Participating Class Members, on behalf of
14 themselves and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, release the Released Parties from all claims, rights,
16 demands, damages, liabilities, and causes of action, in law or in equity, that were alleged, or
17 reasonable could have been alleged, based on the facts stated in the FAC filed the Class Action.

18 24. For the duration of the PAGA Period, all Aggrieved Employees are deemed to
19 release, on behalf of themselves and their respective former and present representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
21 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
22 in the FAC and the PAGA Notice.

23 25. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
24 necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the
25 Administrator no later than fourteen (14) days after the Effective Date.

26 26. "Effective Date" means the later of: (a) the Settlement Agreement has been executed
27 by Plaintiff and Defendant; (b) Notice of the Settlement has been sent to the LWDA; (c) the Court
28 has given approval of the Settlement; (d) the Court has entered its Final Order and Judgment; and

1 (e) the later of the following events: (i) when the period for filing any appeal, writ, or other appellate
2 proceeding opposing approval of the judgment approving the settlement has elapsed (i.e., 60 days
3 from entry of judgment) without any appeal, writ, or other appellate proceeding having been filed;
4 (ii) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed
5 finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal,
6 writ, or other appellate proceeding has upheld the Court's Final Order and Judgment with no right
7 to pursue further remedies or relief.

8 27. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
9 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
10 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
11 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
12 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
13 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
14 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
15 Payments.

16 28. For any Class Member whose Individual Class Payment check or Individual PAGA
17 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
18 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
19 name of the Class Member.

20 29. All papers filed in support of final approval, including supporting documents for
21 attorneys' fees and costs, shall be filed by December 10, 2026.

22 30. A Final Approval Hearing shall be held with the Court on January 5, 2027
23 at 830 .m in Department 9 of the above-entitled Court to determine: (1) whether the proposed
24 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
25 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
26 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
27 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

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IT IS SO ORDERED.

Dated: 07/28/2026



Judge of the Superior Court