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JAN 27 2025
Filed
STEPHANIE BOHRER, CLERK
By *Aschty*
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN
UNLIMITED JURISDICTION

Leticia Romero, Hilda Mancilla de Magana,
Maria Linares, and Maria de Jesus Becerra,
on behalf of themselves and others similarly
situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES
1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2020-9623

~~PROPOSED~~ ORDER RE: PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS, AND APPROVAL OF NOTICE
PROCEDURES

Hearing Date: January 22, 2025
Hearing Time: 9:00 A.M.
Judge: Hon. George J. Abdallah
Dept.: 10A
Action Filed: November 17, 2020

JAN 22 2025

1 Plaintiffs Leticia Romero, Hilda Mancilla de Magana, Maria Linares, and Maria de
2 Jesus Becerra ("Plaintiffs") have submitted an unopposed motion for preliminary approval of
3 class action settlement, conditional certification of settlement class, and approval of notice
4 procedures. The Court has reviewed the motion, including its accompanying memorandum and
5 supporting declaration provided by Plaintiffs' counsel; the Class and PAGA Action Settlement
6 Agreement and Release (hereinafter "Agreement") attached thereto. Good cause appearing
7 thereof, the Court **GRANTS** Plaintiffs' Motion.

8 **IT IS ORDERED THAT:**

- 9 1. **Settlement Approval.** The Agreement (Exhibit "1" to the Declaration of Arlo Uriarte
10 (hereinafter "Uriarte Dec.") and the Notice Form (Exhibit "2" to Uriarte Dec.) are
11 preliminarily approved.
- 12 2. **Provisional Certification of Settlement Class.** The "Settlement Class" is provisionally
13 certified for settlement purposes only and is defined as: "all current and former hourly-
14 paid or nonexempt employees of Defendant Morada Produce Company, L.P.
15 (hereinafter "Defendant") in California employed during the Class Period and did not
16 request exclusion from this Settlement." The Class Period is defined as November 17,
17 2016, through October 14, 2024.
- 18 3. **Appointment of Class Representative and Class Counsel.** Plaintiffs are conditionally
19 certified as the class representatives to implement the parties' settlement in accordance
20 with the Agreement. Arlo Uriarte of Liberation Law Group, P.C. is conditionally
21 appointed as Class Counsel. Plaintiffs and Class Counsel must fairly and adequately
22 protect the interests of the Settlement Class.
- 23 4. **Appointment of Class Administrator.** Simpluris, Inc. is hereby appointed as the Class
24 Administrator for this case. Simpluris, Inc.'s settlement administration fee shall be
25 \$27,064 if a single distribution to the Settlement Class is sufficient. An additional
26 \$11,256 will be required if a re-distribution is required. [*See*, Agreement ¶¶ E(5)(c) and
27 (d)].
28

- 1 5. **Provision of Class Notice.** Within twenty-one (21) calendar days of the Court's
2 execution of this Order, Defendant shall provide the class data to Simpluris, Inc. [See,
3 Agreement ¶ C(3)]. Within ten (10) calendar days after its receipt of the class data from
4 Defendant, Simpluris, Inc. shall mail the Notice Form to all Settlement Class members
5 via regular First-Class U.S. mail in the manner specified under paragraph C(4) of the
6 Agreement.
- 7 6. **Response Deadline.** The response deadline or notice period shall be forty-five (45) days
8 from the date the Notice Form is mailed to Settlement Class members by Simpluris, Inc.
9 [See, Agreement ¶ D(1)] Settlement Class Members may request exclusion from the
10 Settlement (pursuant to paragraph D(2)(a) of the Agreement) or object to the Settlement
11 (pursuant to paragraph D(3) of the Agreement) within the response deadline.
- 12 7. **Failure to Object to Settlement.** Pursuant to paragraph D(4) of the Agreement,
13 Settlement Class members who fail to submit an objection in the manner specified shall
14 be deemed to have waived any objection and shall be foreclosed from objecting to this
15 Agreement, whether by appeal or otherwise.
- 16 8. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are
17 stayed and suspended until further notice from the Court, except for such actions as are
18 necessary to implement the Agreement and this Order.
- 19 9. **Final Fairness Hearing.** On April 30, 2025, at 9:00 a.m., this Court will hold a final
20 approval hearing to determine whether the Agreement should be finally approved as fair,
21 reasonable, and adequate.

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23 **IT IS SO ORDERED.**

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25 DATED: JAN. 07, 2025

George J. Abdallah
George J. Abdallah

California Superior Court Judge

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PROOF OF SERVICE

I, the undersigned, hereby declare:

I am employed in the City of San Francisco, State of California. I am over the age of 18 years and not a party to the within cause; my business address is 2760 Mission Street, San Francisco, California.

I served the document(s) listed below as follows:

Date Served: January 22, 2024

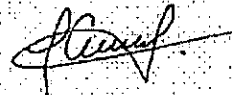
Documents Served:

PROPOSED] ORDER RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS, AND APPROVAL OF NOTICE PROCEDURES

Parties Served:	
Darin T. Judd <u>darin@twsglaw.com</u>	Sumy Kim <u>skim@ohaganmeyer.com</u> Adam Stephens <u>astephens@ohaganmeyers.com</u> Vicent Fisher <u>vfisher@ohaganmeyers.com</u> O'hagan Meyer One Embarcadero , Suite 2100 San Francisco 94111
Thompson Welch Soroko & Gilbert LLP 3950 Civic Center Drive, Suite 300 San Rafael California 94903	

[x] BY ELECTRONIC MAIL: I caused true and correct copies of the above document(s) to be sent to the person(s) at the electronic service address(es) listed above. Such documents were transmitted via electronic mail from the electronic address: luiseth@liberationlawgroup.com in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on January 22, 2025 at San Francisco, California.



Luiseth Contreras

PROOF OF SERVICE