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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

MONICA MONTALBO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

HM.CLAUSE, INC. DBA HARRIS MORAN
SEED COMPANY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

MONICA MONTALBO, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

HM.CLAUSE, INC., DBA HARRIS
MORAN SEED COMPANY, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CV-20-004516 [Lead]
[Consolidated with Case No. CV-20-
005703]

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: SONNY S. SANDHU

DEPT.: 24

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 14, 2021
Time: 8:30 a.m.
Department: 24

Complaint Filed: October 13, 2020
Trial Date: None Set

1 This matter has come before the Honorable Sonny S. Sandhu in Department 24 of the
2 Superior Court of the State of California, for the County of Stanislaus, on October 14, 2021 at 8:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Monica Montalbo ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees, and Rutan & Tucker, LLP
6 appears as counsel for Defendant HM.Clause, Inc. dba Harris Moran Seed Company
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Settlement Agreement and Stipulation to
13 Resolve Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement
14 Agreement"), attached as "EXHIBIT 1" to the Declaration of Edwin Aiwazian in Support of
15 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the
16 Court's determination that the Settlement falls within the range of possible approval as fair,
17 adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
20 the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their
24 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
25 substantial additional costs by all parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, LWDA Payment, Settlement Administration
3 Costs, and payments to the Participating Class Members and Aggrieved Employees provided
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to the Class Members are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the
18 representative of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former employees who worked in a non-exempt or hourly-paid
22 position for HM.Clause, Inc. within the State of California during the period from
October 13, 2016 through the date on which the Court enters this Order.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Monica Montalbo as the representative
26 of the Class ("Class Representative").

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM Group") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Upon the Court’s entry of this Order, the PAGA portion of the Settlement will be
2 considered approved. However, to minimize claims administration expenses, the PAGA Payment
3 will not be paid and distributed, and Aggrieved Employees and the State of California will not be
4 deemed to have released Defendant and other Released Parties from the PAGA Released Claims,
5 until after the Final Approval Hearing and entry of the Final Approval Order and Judgment.

6 11. Within ten (10) business days after the date the Court enters this Order, Defendant
7 will provide to the Settlement Administrator a list of Class Members that identifies each Class
8 Member by full name, Social Security Number, and last-known address; and provides the number
9 of Workweeks worked by each Class Member during the Class Period and the number of PAGA
10 Workweeks worked by each Aggrieved Employee during the PAGA Period (the “Class List”) in
11 conformity with the Settlement Agreement.

12 12. The Court approves, both as to form and content, the Notice of Class Action
13 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
14 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
15 Class Notice appears to fully and accurately inform the Class Members of all material elements of
16 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an Opt-
17 Out Request, of Class Members’ right to dispute the Workweeks credited to each of them, and of
18 each Settlement Class Member’s right and opportunity to object to the Settlement by mailing a
19 written objection to the Settlement Administrator. The Court further finds that distribution of the
20 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
21 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
22 requirements of due process and shall constitute due and sufficient notice to all persons entitled
23 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First
24 Class U.S. mail to all Class Members within fifteen (15) calendar days after receiving the Class
25 List, pursuant to the terms set forth in the Settlement Agreement.

26 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
28 to be excluded from the Settlement by submitting a valid and timely Opt-Out Request, in

conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than sixty (60) calendar days after the Settlement Administrator first mails the Class Notice (“Notice Period”), or, in the case of a re-mailed Class Notice, the Notice Period will be extended fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Participating Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 24 of the Stanislaus County Superior Court, located at 800 11th Street, Modesto, California 95354, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Enhancement Award, and Settlement Administration Costs.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs, Enhancement Award, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

16. To object to the Settlement, a Class Member must mail a written objection to the Settlement to the Settlement Administrator, postmarked by the close of the Notice Period. A written objection to the Settlement must be signed by the Class Member and dated, and must contain the information that is required, as set forth in the Class Notice, including and not limited to the

grounds for the objection.

17. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

19. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable SONNY S. SANDHU
Judge of the Superior Court