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Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

RAFAEL MARQUEZ AMARO; JAVIER BARRERA, as individual, on behalf of themselves and others similarly situated,

PLAINTIFFS,

v.

BEE SWEET CITRUS, INC.; and DOES 1-10, inclusive,

DEFENDANTS.

CASE NO. VCU334070

[Case Assigned for All Purposes to Hon. Nathan D. Ide in Dept. 7]

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 21, 2026
Time: 8:30 AM
Dept.: 7

Complaint Filed: April 22, 2026
Trial Date: None Set

The Motion for Preliminary Approval of the Class Settlement came before this Court on December 21, 2026, the Honorable Nathan D. Ide, presiding. The Court, having considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the proposed settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Agreement") filed herewith. Under the Agreement, Defendant will pay a non-reversionary Gross Settlement Amount of $150,000.00, and will separately pay the employer-side payroll taxes owed on the wage portions of the Individual Class Payments. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm's length negotiations; and (b) the Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full hearing regarding final approval of the Agreement.

2. For purposes of this Order, the proposed Class is defined as follows:

> "All non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the Class Period." ("Settlement Class Members" or "Settlement Class")

3. The Class Period is March 1, 2017 to May 1, 2024.

4. For the purposes of this Order, the aggrieved employees are defined as: "All non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the PAGA Period." ("Aggrieved Employees")

5. The PAGA Period is March 11, 2020 to May 1, 2024.

6. The Agreement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.

7. The Court makes the following preliminary findings for settlement purposes only:

A. The Class, which consists of approximately 1160 persons, is so numerous that joinder of all members is impracticable;

B. There appear to be questions of law or fact common to the Class for purposes of determining whether this Settlement should be approved;

C. Plaintiffs' claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiffs appear to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Class. Accordingly, the Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Settlement Class Members in substantially the form attached to the Agreement as Exhibit "A".

9. The Court approves the procedure for Settlement Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Settlement Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the Class is preliminarily certified for settlement purposes only.

13. The Court confirms Eric B. Kingsley, Kelsey M. Szamet, and Jessica Bulaon of KINGSLEY SZAMET EMPLOYMENT LAWYERS and Mario Martinez and Edgar Aguilasocho of MARTINEZ AGUILASOCHO & LYNCH as Class Counsel.

14. The Court confirms RAFAEL MARQUEZ AMARO and JAVIER BARRERA as

Class Representatives.

15. The Court approves Phoenix Class Action Administration Solutions as the Administrator. Administration Expenses shall not exceed $15,000.00, subject to final approval.

16. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Agreement has been and will continue to be given to the Labor & Workforce Development Agency. The Court has reviewed the PAGA settlement pursuant to Labor Code section 2699, and preliminarily approves PAGA Penalties of $5,000.00, allocated seventy-five percent ($3,750.00) to the LWDA and twenty-five percent ($1,250.00) to the Aggrieved Employees.

17. A final fairness hearing on the question of whether the proposed Agreement, attorneys' fees and costs to Class Counsel, the Class Representative Service Payments, the PAGA payment, and the claims administration costs should be finally approved as fair, adequate, and reasonable as to the members of the Class is scheduled for _____ at _____ (Pacific Time), in Department 7.

18. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval Granted	_____
b.	Deadline for Defendant to Provide Settlement Class Members' Information to Administrator	15 calendar days from Entry of Preliminary Approval
c.	Administrator Shall Mail Notice to Settlement Class Members	14 calendar days from receipt of the Class List from Defendant
d.	Deadline for Any Request for Exclusion (postmarked, faxed, or emailed)	60 Days from Mailing of Notices (plus an additional 14 calendar days for any Class Member whose Notice is re-mailed)
e.	Deadline for Any Written Objection (postmarked, faxed, or emailed)	60 Days from Mailing of Notices (plus an additional 14 calendar days for any Class Member whose Notice is re-mailed)

f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	No later than 16 court days before the Final Approval Hearing _____
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	No later than 16 court days before the Final Approval Hearing _____
h.	Final Approval Hearing	_____

19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

20. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

21. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Class.

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 2, 2026, I served all interested parties in this action the following documents are described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Thomas E. Campagne
cc@campagnelaw.com
Caitlin Grimm
Caitlin@campagnelaw.com
CAMPAGNE & CAMPAGNE, APC
Airport Office Center
1685 North Helm Avenue
Fresno, California 93727

Edgar Aguilasocho
Mario Martinez
eaguilasocho@farmworkerlaw.com
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info@farmworkerlaw.com
MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
Bakersfield, California

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 2, 2026, at West Hollywood, California.



Taylor Gregg