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MARIA MARAVILLA and JUAN TORRES REYES
10 on behalf of themselves and all similarly situated employees

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12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF MONTEREY**

14 MARIA MARAVILLA and JUAN TORRES
15 REYES on behalf of themselves and all similarly
16 situated employees,

17 v.

18 GREENGATE FRESH, LLLP; and DOES 1
19 through 50, inclusive,

20 Defendants.

Case No. 21CV001258

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

Date: January 12, 2024
Time: 8:30 a.m.
Dept: 14

Complaint Filed: April 15, 2021
FAC Filed: May 20, 2022
Trial Date: Not Set

1 Plaintiffs Maria Maravilla and Juan Torres Reyes’ (together, “Class Representatives” or
2 “Plaintiffs”) application for an Order Granting Preliminary Approval of Class Action Settlement was
3 filed with the Court on November 9, 2023, and a hearing was held before this Court on January 12,
4 2024. Appearances by counsel for Plaintiffs and Defendant Greengate Fresh, LLLP (“Defendant”) were
5 noted on the record.

6 The Court has considered the Joint Stipulation and Stipulation of Settlement of Class Action and
7 PAGA Claims (“Stipulation of Settlement,” “Settlement,” or “Agreement”) and all other papers filed in
8 this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Stipulation of Settlement between Plaintiffs
11 and Defendant filed herewith. The Stipulation of Settlement appears to be fair, adequate, and reasonable
12 to the Class.

13 2. The Class Representatives and Defendant (hereafter, “Settling Parties”), through their
14 counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation on
15 behalf of the Class (as defined below and in the Stipulation of Settlement) as a whole.

16 3. The Court hereby approves the following Class for settlement purposes:

17 all current and former non-exempt employees of Defendant Greengate
18 Fresh LLLP who were employed in the State of California at any time
during the Class Period.

19 Should for whatever reason the Stipulation of Settlement not become Final, the fact that the
20 Parties were willing to stipulate to certification of a class as part of the Agreement shall have no bearing
21 on, or be admissible in connection with, the Litigation.

22 4. The Court appoints and designates: (a) Plaintiffs Maria Maravilla and Juan Torres Reyes
23 as Class Representatives and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick & Swanston;
24 and Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. as Class Counsel for the Class.
25 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by,
26 or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize
27 the Stipulation of Settlement and its terms. Any Class Member may enter an appearance through his or
28 her own counsel at such Class Member’s own expense. Any Class Member who does not enter an

1 appearance or appear on his or her own behalf will be represented by Class Counsel.

2 5. The Court hereby approves the terms and conditions provided for in the Stipulation of
3 Settlement. The Court finds that on a preliminary basis the Stipulation of Settlement falls within the
4 range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
6 final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair,
7 adequate, and reasonable as to all potential Class Members when balanced against the probable outcome
8 of further litigation relating to liability and damages issues. It also appears that investigation, research,
9 and court proceedings have been conducted so that counsel for the Settling Parties are able to reasonably
10 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
11 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be
12 presented by the further prosecution of the Litigation. It also appears that settlement has been reached as
13 a result of intensive, serious, and non-collusive arm's-length negotiations.

14 6. A final fairness hearing on the question of whether the proposed Stipulation of
15 Settlement, allocation of payments to Participating Class Members, attorneys' fees and costs to Class
16 Counsel, payment to the Settlement Administrator, and payment of PAGA Penalties to the Labor and
17 Workforce Development Agency ("LWDA") and PAGA Members should be finally approved as fair,
18 reasonable, and adequate as to the members of the Class is hereby set for _____
19 at 8:30 a.m. in this Court.

20 7. The Court hereby approves, as to form and content, the Notice of Pendency of Class
21 Action ("Notice") to be sent to Class Members, which is attached as **Exhibit A** to the Stipulation of
22 Settlement. The Court finds that distribution of the Notice to Class Members substantially in the manner
23 and form set forth in the Agreement and this Order meets the requirements of due process and shall
24 constitute due and sufficient notice to all parties entitled thereto.

25 8. The Court appoints and designates Phoenix Settlement Administrators as the Settlement
26 Administrator. The Court hereby directs the Settlement Administrator to provide the approved Notice to
27 Class Members using the procedures set forth in the Agreement.

28 9. Any Class Member may choose to opt out of and be excluded from the settlement as

provided in the Stipulation of Settlement and Notice and by following the instructions for requesting exclusion. However, there is no opt out from the PAGA Released Claims. Aside from the PAGA Released Claims, any person who timely and properly opts out of the settlement will not be bound by the Stipulation of Settlement or have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Notice. Class Members who have not requested exclusion by submitting a valid and timely request by the deadline shall be bound by all determinations of the Court, the Stipulation of Settlement, and Judgment.

10. Any Class Member may object to the Stipulation of Settlement or express his or her views regarding the Agreement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.

11. Any portion of the settlement payment not cashed by a Class Member within one hundred eighty (180) days from the date of issuance of the check shall be entirely paid to the Watsonville Law Center, after all payments for the Settlement Administrator's fees and expenses, Class Counsel's attorneys' fees and costs, and PAGA penalties have been fully paid. The Watsonville Law Center is approved as a *cy pres* recipient.

12. The Motion for Final Approval shall be filed by the Class Representatives no later than sixteen (16) court days before the Settlement Fairness Hearing.

13. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Stipulation of Settlement without further notice to the Class and retains jurisdiction to consider all further applications arising out of or connected with the Stipulation of Settlement.

IT IS SO ORDERED.

DATED: _____

HON. CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA