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CLERK OF THE SUPERIOR COURT

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on behalf of himself, the Class,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MERCED

DAVID CHAVEZ, on behalf of himself, the
Class Members, the State of California, and
Aggrieved Employees;
Plaintiff,

v.

TEASDALE FOODS, INC; and DOES 1
through 10, inclusive;

Defendants.

Case No. 21CV-03035

Hon. Mark Bacciarini
Courtroom 10

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: 8/14/25
~~August 15, 2025~~

Time: 8:15 a.m.

Courtroom: 10

Complaint Filed: September 7, 2021
Trial Date: None Set.

~~PROPOSED~~ **ORDER**

The Motion for Preliminary Approval of Class Action and PAGA Settlement, filed by Plaintiff David Chavez ("Plaintiff") came on for a hearing in the above-captioned Court, the Honorable Mark Bacciarini presiding, on August 15, 2025 at 8:15 a.m. in Courtroom 10. Defendant Teasdale Foods, Inc. ("Defendant") does not oppose the Motion. The Court has reviewed the materials and information submitted and **HEREBY ORDERS** as follows:

1. The Court **GRANTS** preliminary approval of the Class Action Settlement Agreement and Release ("Settlement") and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court confirms its August 28, 2024, order certifying a Class of all current and former hourly, non-exempt workers employed by [Defendant] throughout California between September 7, 2017, and August 28, 2024.

3. For purposes of the Settlement only, the Court finds that the additional proposed Subclass(es) are ascertainable and that there is a sufficiently well-defined community of interest among the members of the Subclass(es) in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the Class as follows: all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, excluding the Released Employees, who are Class Members who also signed an individual "Settlement and Release Agreement" with Defendant between September 7, 2017, and December 31, 2023.

4. The Court hereby appoints Plaintiff David Chavez as Class Representative. The Court hereby appoints Schneider Wallace Cottrell Kim LLP (formerly known as Schneider Wallace Cottrell Konecky LLP) as Class Counsel.

5. The Court designates Phoenix Class Action Administrative Solutions as the third-party Settlement Administrator for mailing notices and administering the Settlement.

6. The Court hereby approves as to form and content the Notice of Settlement, attached to the Settlement Agreement as **Exhibit A**.

7. The Court finds that the Settlement Notice constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members. The form and method of giving notice complies fully with the requirements of Cal. Code Civ. Proc. section 382, Cal. Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Class Members to opt out of or object to the Settlement, as set forth in the Settlement Notice.

9. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

10. The Court directs the Settlement Administrator to send the Settlement Notice to the Class Members in accordance with the terms of the Settlement. The Parties are authorized to make non-substantive changes to the proposed Notice of Settlement that are consistent with the terms of the Settlement and this Order.

11. The Court hereby schedules a Final Approval Hearing on January 8, 2026 at 8:15 (a.m./p.m.) in this Court, on the question of whether the Settlement, including payment of attorneys' fees and costs, settlement administration costs, and Plaintiff's enhancement award should be finally approved as fair, reasonable, and adequate.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's enhancement award, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by the Cal. Code Civ. Proc. and the Cal. Rules of Court.

13. The Court orders that the following implementation schedule be followed:

Event	Deadline
Deadline for Defendant to provide Phoenix with the Class List	Within twenty-one (21) days after the Court's Preliminary Approval of the Settlement

1	Deadline for Phoenix to mail the Class Notice to Class Members and Aggrieved Employees	Within ten (10) business days after receipt of the Class List
2	Deadline for Class Members to postmark written requests to opt-out or file objections to the Settlement ("Notice Deadline")	Sixty (60) days after the Class Notice is initially mailed to the Class
3	Deadline for Phoenix to provide all counsel with a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement	Within ten (10) business days after the Notice Deadline
4	Deadline for filing of Plaintiff's motion for final approval of the Settlement	As soon as practicable
5	Effective Date	the date of the later of (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.
6	Deadline for Defendant to fund the First Installment of the Gross Settlement Amount into Phoenix's designated account, and to deposit the calculated employer tax contributions	Within thirty (30) days of Final Approval of the Settlement
7	Deadline for Defendant to fund the Second Installment of the Gross Settlement Amount into Phoenix's designated account, and to deposit the calculated employer tax contributions	Within one (1) year, i.e. three hundred sixty-five (365) days after the First Installment is due
8	Deadline for Phoenix to calculate the employer's share of taxes and provide Defendant with the total amount of employers' share of taxes	As soon as practicable

Deadline for Phoenix to make the Second Disbursement, for payments to itself for Settlement Administrator Costs from the Gross Settlement Amount; payments to Class Counsel for Class Counsel's Costs and Fee Award from the Gross Settlement Amount; Service Award to the Plaintiff as class representative from the Gross Settlement Amount; individual Settlement Awards to Participating Class Members from the Net Settlement Amount	Within five (5) business days after the First Installment or the Effective Date, whichever is later
Deadline for Phoenix to make the Second Disbursement, for payments to payments to Class Counsel for Class Counsel's Fee Award from the Gross Settlement Amount; individual Settlement Awards to Participating Class Members from the Net Settlement Amount; and payments to the LWDA and to the Aggrieved Employees from the PAGA Payment	Within five (5) business days after the First Installment or the Effective Date, whichever is later
Deadline for Phoenix to send reminder postcards via mail and email to employees who have yet to cash their settlement checks	Ninety (90) days after issuance
Check-cashing deadline	One hundred eighty (180) days after issuance
Deadline for Phoenix to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	As soon as practicable
Deadline for Phoenix to tender uncashed check funds to the check funds to the Unclaimed Property Fund or <i>cy pres</i> recipient	As soon as practicable
Deadline for Plaintiff to file a Post-Distribution Accounting report	Within twenty-one (21) days after the final distribution of any remaining monies

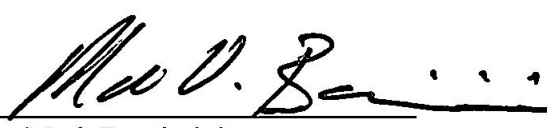
14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

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IT IS SO ORDERED.

Dated: 8/14/25


Hon. Mark Bacciarini
JUDGE OF THE SUPERIOR COURT