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

RONALD ALLEN MILES, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

CHICO PRODUCE INC. DBA
PROPACIFIC FRESH; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 34-2021-00301881-CU-OE-GDS

[Case Assigned for All Purposes to Hon. Lauri
A. Damrell in Dept. 22]

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

Date: March 8, 2024

Time: 9:00 A.M.

Dept.: 22

Reservation Number: A-301881-001

Complaint Filed: June 3, 2021

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 March 8, 2024, the Honorable Lauri A. Damrell, presiding. The Court, having considered the
3 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Amended Class Action and PAGA Settlement Agreement (“Amended
7 Agreement”) filed herewith. The Amended Agreement appears to be fair, adequate, and
8 reasonable to the Class. The Court finds that: (a) the Amended Agreement resulted from extensive
9 arm’s length negotiations; and (b) the Amended Agreement is sufficient to warrant notice of the
10 Agreement to persons in the Class and a full hearing regarding final approval of the Amended
11 Agreement.

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

13 “All non-exempt employees in the Operations-Night-Ops
14 Department who are employed or have been employed by Chico
15 Produce, Inc. dba ProPacific Fresh in the State of California who
16 worked one or more pay periods from June 3, 2017 to November 4,
2023.” (“Class Members” or “Settlement Class Members” or
“Class”)

17 3. The Class Period is June 3, 2017 through November 4, 2023

18 4. For purposes of this Order, the Aggrieved Employees are defined as:

19 “All non-exempt employees who are employed or have been
20 employed by Chico Produce, Inc. dba ProPacific Fresh, in the State
21 of California who worked one or more pay periods since June 3,
2020 to November 4, 2023.” (“Aggrieved Employees”)

22 5. The PAGA Period is June 3, 2020 to November 4, 2023.

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

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

27 A. The Class, which consists of approximately 133 persons, is so numerous that
28 joinder of all members is impracticable;

- 1 B. There appear to be questions of law or fact common to the Class for purposes
2 of determining whether this Settlement should be approved;
- 3 C. Plaintiff's claims appear to be typical of the claims being resolved through
4 the proposed settlement;
- 5 D. Plaintiff appears to be capable of fairly and adequately protecting the
6 interests of the Class Members in connection with the proposed settlement;
- 7 E. Common questions of law and fact appear to predominate over questions
8 affecting only individual persons in the Class. Accordingly, the Class
9 appears to be sufficiently cohesive to warrant settlement by representation;
10 and
- 11 F. Certification of the Class appears to be superior to other available methods
12 for the fair and efficient resolution of the claims of the Class.

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

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

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

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

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

26 13. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &
27 Kingsley, APC and Emil Davtyan of D.Law, Inc. as Class Counsel.

28 14. The Court confirms Ronald Allen Miles as Class Representative.

15. The Court approves ILYM Group, Inc. as the Administrator.

1 16. The Court orders that pursuant to the California Private Attorneys General Act,
2 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Amended Agreement has been and
3 will continue to be given to the Labor & Workforce Development Agency.

4 17. A final fairness hearing on the question of whether the proposed Amended
5 Agreement, attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims
6 administration costs should be finally approved as fair, adequate, and reasonable as to the members
7 of the Class is scheduled for _____ at _____ (Pacific Time), in
8 Department 22.

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

11	a.	Preliminary Approval Granted	<u>March 8, 2024</u>
12	b.	Deadline for Defendant to Provide Class Members’ Information to Administrator	15 calendar days from Entry of Preliminary Approval
14	c.	Administrator Shall Mail Notice to Class Members	14 calendar days from receipt of the Class List from Defendant
16	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
18	e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
19	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
21	g.	Deadline for Class Counsel to file Motion for Attorneys’ Fees	To be determined by the Court _____
24	h.	Final Approval Hearing	<u>August 16, 2024</u>

26 19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
27 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Amended
28

1 Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
2 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,
3 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
4 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
5 of the Parties to the litigation, as more specifically set forth in the Amended Agreement.

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

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

11
12 **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 March 13, 2024, I served all interested parties in this action the following documents described as: **AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

O'HAGAN MEYER LLP DEREK S. SACHS, Esq. dsachs@ohaganmeyer.com ELAINE M. McCORMICK, Esq. emccormick@ohaganmeyer.com One Embarcadero Center, Suite 2100 San Francisco, CA 94111	EMIL DAVTYAN, Esq. emil@d.law D.LAW, INC. 400 N. Brand Blvd., Ste 700 Glendale, CA 91203
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[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 below 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 March 13, 2024, at Los Angeles, California.



Taylor Gregg