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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. 28]

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

Date: January 19, 2024

Time: 9:00 A.M.

Dept.: 28

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 January 19, 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 Class Action and PAGA Settlement Agreement (“Agreement”) filed
7 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court
8 finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the
9 Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full
10 hearing regarding final approval of the Agreement.

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

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

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

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

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

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

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

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

- 26 A. The Class, which consists of approximately 133 persons, is so numerous that
27 joinder of all members is impracticable;
- 28 B. There appear to be questions of law or fact common to the Class for purposes
of determining whether this Settlement should be approved;

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

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

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

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

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

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

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

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

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

28 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.

1 17. A final fairness hearing on the question of whether the proposed Agreement,
2 attorneys' fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
3 should be finally approved as fair, adequate, and reasonable as to the members of the Class is
4 scheduled for _____ at _____ (Pacific Time), in Department 28.

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

7	a.	Preliminary Approval Granted	_____
8	b.	Deadline for Defendant to Provide Class Members' Information to Administrator	15 calendar days from Entry of Preliminary Approval
10	c.	Administrator Shall Mail Notice to Class Members	14 calendar days from receipt of the Class List from Defendant
12	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
14	e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
15	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
17	g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court _____
19	h.	Final Approval Hearing	_____

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

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

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

6
7 **DATED:** _____

_____ **JUDGE OF THE SUPERIOR COURT**