

B. James Fitzpatrick (SBN: 129056)
Alison L. Baker (SBN: 193601)
Laura L. Franklin (SBN: 282642)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Christine S. Lee (State Bar No. 339947)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
hmagee@diversitylaw.com
lwlee@diversitylaw.com
mgavron@diversitylaw.com
christine@diversitylaw.com

Attorneys for Plaintiffs
RYAN CHANLEY, OLIVIER LARA, VERONICA MEDINA, and CELIA OROZCO on
behalf of themselves and all similarly situated employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

RYAN CHANLEY on behalf of himself
and all similarly situated employees

Plaintiff,

vs.

GROWERS TRANSPLANTING, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22CV002837

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

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

Date: March 22, 2024

Time: 8:30 a.m.

Dept: 15

Action Filed: September 22, 2022

Trial Date: Not Set

1 Plaintiffs Ryan Chanley, Olivier Lara, Veronica Medina, and Celia Orozco’s (together,
2 “Plaintiffs”) application for an Order Granting Preliminary Approval of Class Action
3 Settlement was filed with the Court on March 1, 2024, and a hearing was held before this
4 Court on March 22, 2024. Appearances by counsel for Plaintiffs and Defendants Growers
5 Transplanting, Inc. and Nor-West, Inc. (together, “Defendants”) were noted on the record.

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

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiffs and Defendants (collectively, the “Parties”) filed herewith. The Settlement
11 Agreement appears to be fair, adequate, and reasonable to the Class.

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

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

17 all current and former non-exempt employees of GTI who were
18 employed in the State of California at any time during the Class
19 Period and all current and former non-exempt employees of Nor-
West who were assigned to work at GTI during the Class Period.

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

23 4. The Court appoints and designates: (a) Ryan Chanley, Olivier Lara, Veronica
24 Medina, and Celia Orozco as Class Representatives and (b) B. James Fitzpatrick, Alison L.
25 Baker, and Laura L. Franklin of Fitzpatrick & Swanston and Howard L. Magee, Larry W. Lee,
26 Max W. Gavron, and Christine S. Lee of Diversity Law Group, P.C. as Class Counsel for the
27 Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
28 consents required by, or which may be given, pursuant to the Settlement Agreement, and such

1 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
2 Member may enter an appearance through his or her own counsel at such Class Member's own
3 expense. Any Class Member who does not enter an appearance or appear on his or her own
4 behalf will be represented by Class Counsel.

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

18 6. A final fairness hearing on the question of whether the proposed Settlement
19 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and
20 costs to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor
21 and Workforce Development Agency ("LWDA") and PAGA Members, and the Class
22 Representative Service Awards should be finally approved as fair, reasonable, and adequate as
23 to the members of the Class is hereby set for _____ at _____ in this
24 Court.

25 7. The Court hereby approves, as to form and content, the Notice of Pendency of
26 Class Action and Proposed Settlement ("Class Notice") to be sent to Class Members, which is
27 attached as **Exhibit A** to the Settlement Agreement. The Court finds that distribution of the
28 Class Notice to Class Members substantially in the manner and form set forth in the

1 Settlement Agreement and this Order meets the requirements of due process and shall
2 constitute due and sufficient notice to all parties entitled thereto.

3 8. The Court appoints and designates Phoenix Settlement Administrators as the
4 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
5 the approved Class Notice to Class Members using the procedures set forth in the Settlement
6 Agreement.

7 9. Any Class Member may choose to opt out of and be excluded from the
8 settlement as provided in the Settlement Agreement and Class Notice and by following the
9 instructions for requesting exclusion. Any person who timely and properly opts out of the
10 settlement will not be bound by the Settlement Agreement or have any right to object, appeal,
11 or comment thereon, with the exception of the Settled PAGA Claims (if applicable), from
12 which there is no right to opt out. Any request for exclusion must be in writing and signed by
13 each such Class Member opting out and must otherwise comply with the requirements
14 delineated in the Class Notice. Class Members who have not requested exclusion by
15 submitting a valid and timely request by the deadline shall be bound by all determinations of
16 the Court, the Settlement Agreement, and Judgment.

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

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

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

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

5 IT IS SO ORDERED.

6
7 DATED: _____

8 HON. THOMAS W. WILLS
9 SUPERIOR COURT OF CALIFORNIA
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28