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

LUCIANO HERNANDEZ and MIGUEL
ANGEL RAMIREZ-MAYA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and SILVIANO
RODRIGUEZ, individually, and on behalf of all
other similarly situated,

Plaintiffs,

v.

BURFORD FARMING COMPANY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21CECG03817

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. D. Tyler Tharpe, Dept.
501]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval
of Class Action and PAGA Settlement,
Memorandum of Points and Authorities; and
Declaration of Justin F. Marquez in Support of
Plaintiffs' Motion for Preliminary Approval of
Class Action and PAGA Settlement]

PRELIMINARY APPROVAL HEARING

Date: December 22, 2022

Time: 3:27 p.m.

Dept: 501

1 The Court has before it Plaintiffs Luciano Hernandez, Miguel Angel Ramirez-Maya, and
2 Silviano Rodriguez's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA
3 Settlement. Having reviewed the Motion for Preliminary Approval of Class Action and PAGA
4 Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA Settlement
5 Agreement and Class Notice (which is referred herein as the "Settlement" or "Settlement
6 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Burford
11 Farming Company, Inc. ("Defendant"), attached to the Declaration of Justin F. Marquez in
12 Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement
13 as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court. The Court notes that Defendant has
16 agreed to create a common fund of \$600,000.00 to cover: (a) settlement payments to the class
17 members who do not validly opt out; (b) a \$20,000.00 payment for the settlement of claims for
18 penalties under the Private Attorneys General Act ("PAGA"), with 75% (\$15,000.00) being paid
19 to the State of California, Labor & Workforce Development Agency ("LWDA") and 25%
20 (\$5,000.00) being paid to the Aggrieved Employees; (c) the Class Representatives' service
21 payments of not more than \$10,000.00 each to Plaintiffs Luciano Hernandez and Miguel Angel
22 Ramirez-Maya and \$5,000.00 to Plaintiff Silviano Rodriguez; (d) Class Counsel's attorneys'
23 fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$200,000.00), and up to
24 \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
25 Administration Costs of up to \$7,250.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A Final Fairness Hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under PAGA, and the class representatives' service payments should be
13 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): all current and former hourly-paid or non-exempt employees who
17 worked for Defendant Burford Farming Company, Inc. in the State of California at any time
18 from December 28, 2017 to August 20, 2022.

19 6. The Class/Settlement Period means the period from December 28, 2017 to August
20 20, 2022. The PAGA Period means the period from December 28, 2020 to August 20, 2022.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
24 questions of law and fact that are common, or of general interest, to the Settlement Class, which
25 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
26 Settlement Class; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests
27 of the Settlement Class; and (5) a class action is superior to other available methods for the fair
28 and efficient adjudication of the controversy.

1 8. The Court appoints as Class Representatives, for settlement purposes only,
2 Luciano Hernandez, Miguel Angel Ramirez-Maya, and Silviano Rodriguez. The Court further
3 preliminarily approves Plaintiffs' ability to request service awards of up to \$10,000.00 (Plaintiff
4 Luciano Hernandez), \$10,000.00 (Plaintiff Miguel Angel Ramirez-Maya), and \$5,000.00
5 (Plaintiff Silviano Rodriguez).

6 9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
7 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
8 attorneys' fees of up to one-third of the Total Settlement Amount (\$200,000.00), and costs not
9 to exceed \$20,000.00.

10 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
11 reasonable administration costs estimated not to exceed \$7,250.00.

12 11. The Court approves, as to form and content, the Court Approved Notice of Class
13 Action Settlement and Hearing Date for Final Court Approval (the "Class Notice"), attached as
14 Exhibit A to the Settlement Agreement. The Court finds, on a preliminary basis, that the plan
15 for distribution of the Class Notice to Settlement Class Members satisfies due process, provides
16 the best notice practicable under the circumstances, and shall constitute due and sufficient notice
17 to all persons entitled thereto.

18 12. The Parties are ordered to carry out the Settlement according to the terms of the
19 Settlement Agreement.

20 13. Any member of the Settlement Class who does not timely and validly request
21 exclusion from the Settlement may object to the Settlement Agreement.

22 14. The Court orders the following Implementation Schedule:

23 Defendant to provide Class List to the 24 Settlement Administrator, as defined in the 25 Settlement Agreement	Within 15 days of the Court's Preliminary Approval Order
26 Settlement Administrator to mail the Class 27 Notice	Within 14 days of receiving the Class List

Response Deadline (Opt-out or Challenge Workweeks)	No later than 45 days after the date the Settlement Administrator initially mails the Class Notice
Deadline to Provide Written Objections, if any	No later than 45 days after the date the Settlement Administrator initially mails the Class Notice
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiffs
Final Approval Hearing	May __, 2023 at _____ a.m./p.m., or first available date thereafter, in Department 501

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. D. Tyler Tharpe
Fresno County Superior Court

Hernandez, et al. v. Burford Farming Company, Inc., et al.
21CECG03817

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On **November 30, 2022**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **November 30, 2022**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name


Signature