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Attorneys for Plaintiff Gabriela Contreras, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF TULARE

GABRIELA CONTRERAS, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ACMPC CALIFORNIA 6, LLC dba
TREESOURCE CITRUS NURSERY, a
California Limited Liability Company;
ACM HUMAN RESOURCES, LLC, an
Oregon Limited Liability Company; and
DOES 1 Through 10, inclusive,

Defendants.

Case No. VCU290391

ASSIGNED FOR ALL PURPOSES TO:

The Honorable David Mathias

Department 1

CLASS ACTION

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

Date: May 14, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint filed:

February 8, 2022

Trial date:

Not set

1 This matter came on for hearing on May 14, 2026 in Department 1 of the above-
2 captioned Court on Plaintiff Gabriela Contreras's Motion for Order Granting Preliminary
3 Approval of Class and PAGA Representative Action Settlement ("Motion"). Having fully
4 reviewed the Motion, supporting memorandum of Points and Authorities and Declarations, the
5 Class Action and PAGA Settlement Agreement (the "Agreement" or "Settlement Agreement"
6 or "Settlement"), and the proposed Notice of Class Action Settlement and Hearing Date For
7 Final Court Approval ("Class Notice") attached as Exhibit A to the Agreement, having
8 carefully analyzed the Agreement and Class Notice, the Court hereby GRANTS Plaintiff's
9 Motion for Preliminary Approval of Class and PAGA Representative Action Settlement. THE
10 COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

11 1. The Court preliminarily approves the Settlement Agreement, attached as
12 **Exhibit 1** to the Declaration of Isam C. Khoury, incorporated, and made a part of this Order of
13 preliminary approval. This is based on the Court's determination that the Settlement
14 Agreement falls within the range of reasonableness of a settlement which could ultimately be
15 given final approval by this Court as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement
17 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order
18 as set forth in the Settlement Agreement.

19 3. The Court conditionally finds, for purposes of approving this settlement only,
20 the proposed Class meets the requirements for certification under section 382 of the California
21 Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous joinder of all
22 members of the Class is impracticable; (b) there are questions of law or fact common to the
23 proposed Class, and a well-defined community of interest among members of the proposed
24 Class with respect to the subject matter of the class action; (c) the claims of the Class
25 Representative are typical of the claims of the members of the proposed Class; (d) the Class
26 Representative has and will fairly and adequately protect the interests of the Members of the
27 Class; (e) a class action is superior to other available methods for an efficient adjudication of
28 this controversy in the context of settlement; and (f) counsel of record for Class Representative

1 are qualified to serve as Counsel for the Class.

2 4. It appears to the Court on a preliminary basis: (a) the Gross Settlement Amount
3 is fair and reasonable to Class Members when balanced against the probable outcome of further
4 litigation relating to class certification, liability and damages, and potential appeals; (b)
5 significant investigation, research, and informal discovery were conducted and counsel for the
6 Parties are able to reasonably evaluate their positions; (c) settlement will avoid substantial
7 costs, delays, and risks of further prosecution of the case; and (d) the proposed Settlement was
8 reached through serious, non-collusive negotiations, including mediation facilitated by an
9 experienced mediator and subsequent settlement negotiations.

10 5. For purposes of this Settlement only, the Class is defined as all current and
11 former nonexempt employees of Defendant ACM Human Resources, LLC, who were assigned
12 to work at Defendant ACMPC California 6, LLC (doing business as TreeSource Citrus
13 Nursery) in California at any time from February 8, 2018 through November 15, 2025.

14 6. For purposes of this Settlement only, an Aggrieved Employee is defined as all
15 current and former nonexempt employees of Defendant ACM Human Resources, LLC who
16 were assigned to work at Defendant ACMPC California 6, LLC (doing business as TreeSource
17 Citrus Nursery) in California at any time from August 12, 2021 through November 15, 2025.

18 7. The Court finds the proposed Class Notice fairly and adequately advises Class
19 Members of (a) pendency of the Class Action Settlement; (b) conditional Class certification for
20 settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the
21 date, time and place of the Final Approval Hearing; (e) the terms of the proposed Settlement
22 and the benefits available to Class Members under the Settlement; (f) their right to receive a
23 proportionate share of the Net Settlement Amount without returning a claim form; (g) their
24 right to request exclusion, and procedures and deadline for doing so; (h) their right to object to
25 the Settlement, and the procedures and deadline for doing so; and, (i) their right to file
26 documents in opposition to the Settlement, and appear at the Hearing.

27 8. The Court finds the proposed Class Notice provides the best practicable notice
28 to the Class and comports with all constitutional requirements, including those of due process.

1 Accordingly, good cause appearing, the Court APPROVES the Class Notice.

2 9. The Court further finds mailing of the Class Notice to the last known address of
3 Class Members with measures taken for address verification and skip tracing of bad addresses,
4 as described in the Agreement, is an effective method of notifying Class Members of their
5 rights in the class action and the Settlement. Accordingly, IT IS ORDERED:

6 A. Preliminary Approval of the Gross Settlement Amount of \$386,000 is
7 granted;

8 B. ILYM Group, Inc. be appointed the Administrator to administer the
9 Settlement of this matter as more specifically set forth in the Agreement and preliminary
10 approval of Administration Expenses Payment of an amount not to exceed \$6,850 is granted;

11 C. Isam C. Khoury and Rosemary C. Khoury of Cohelan Khoury & Singer,
12 and Sahag Majarian of Law Offices of Sahag Majarian II be appointed as Class Counsel;

13 D. Plaintiff Gabriela Contreras be appointed as Class Representative and
14 preliminary approval of the Class Representative Service Payment of not more than \$7,500 is
15 granted;

16 E. Not later than 20 days after the Court grants Preliminary Approval of the
17 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
18 Microsoft Excel spreadsheet, in accordance with Section 4.2 of the Settlement Agreement. Per
19 Section 1.8 of the Settlement Agreement: Class Data means Class Member identifying
20 information in Defendants' possession including the Class Member's name, last-known mailing
21 address, Social Security number, and number of Class Period Workweeks, and PAGA
22 Workweeks, if applicable.

23 F. Using best efforts to perform as soon as possible, and in no event later
24 than 14 days after receiving the Class Data, the Administrator will send to all Class Members
25 identified in the Class Data, via mail, the Class Notice, in accordance with Section 7.4.2 of the
26 Settlement Agreement.

27 G. Class Members who wish to exclude themselves (opt out of) the Class
28 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

1 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an
2 additional 14 days for Class Members whose Class Notice is re-mailed, in accordance with
3 Section 7.5.1 of the Settlement Agreement.

4 H. Each Class Member shall have 60 days after the Administrator mails the
5 Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)
6 to challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to the
7 Class Member in the Class Notice, in accordance with Section 7.6 of the Settlement
8 Agreement.

9 I. Participating Class Members may send written objections to the
10 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
11 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
12 Approval Hearing. A Participating Class Member who elects to send a written objection to the
13 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
14 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed), in
15 accordance with Section 7.7.2 of the Settlement Agreement.

16 10. IT IS FURTHER ORDERED that pursuant to PAGA, statutory notice of this
17 settlement has been and will continue to be given to the Labor & Workforce Development
18 Agency.

19 11. IT IS FURTHER ORDERED the Final Approval Hearing shall be held before
20 the undersigned October 29, 2026 at 8:30 a.m., in Department 1 of the Tulare County Superior
21 Court, County Civic Center, located at 221 South Mooney Blvd., Visalia, California, 93291, to
22 consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily
23 approved by this Order of Preliminary Approval, and to consider the application for Class
24 Representative Service Payment and Class Counsel's Attorneys' Fees and Costs incurred.

25 12. IT IS FURTHER ORDERED if the Court does not enter Judgment in
26 accordance with the Agreement, or it is vacated or reversed, this Order shall be rendered null
27 and void and shall be vacated, and the Parties will retain all rights, status quo ante, and this
28 matter shall proceed.

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

4 14. The Court reserves the right to adjourn or continue the Final Approval Hearing
5 without further notice to Class Members. If written objections are submitted, Class Counsel
6 shall notify objecting Class Members of the new date and time set for the Final Approval
7 Hearing.

8 IT IS SO ORDERED.

9
10 Dated: _____

Honorable David Mathias
Judge of the Superior Court