

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

VALENTE VELASCO JIMENEZ, individually
and on behalf of all others similarly situated,

PLAINTIFF,

v.

PACIFIC STATES INDUSTRIES,
INCORPORATED, a California corporation
d/b/a/ REDWOOD EMPIRE; and DOES 1
through 50, inclusive,

DEFENDANTS.

CASE NO.: SCV-270920

Assigned for All Purposes to:
Hon. Oscar A. Pardo, Courtroom 19

~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Complaint Filed: June 1, 2022

Trial Date: None set

~~[PROPOSED]~~ ORDER

The Court has reviewed Plaintiff Valente Velasco Jimenez’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court, having considered the Class and PAGA Action Settlement Agreement (“Settlement Agreement”) between Plaintiff and Defendant Pacific States Industries, Incorporated d/b/a Redwood Empire (“Defendant” and together with Plaintiff, the “Parties”); having considered Plaintiff’s Motion, the supporting Memorandum of Points and Authorities and Declarations filed therewith; and good cause appearing, **HEREBY ADOPTS ITS TENTATIVE RULING AND ORDERS AS FOLLOWS:**

1. The Motion is GRANTED. For the purpose of the Settlement only, the Court finds that certification of the Class is appropriate because (a) the Class is ascertainable and sufficiently numerous, (b) a well-defined community of interest exists, and (c) there are substantial benefits from certification that render proceeding on a class-wide basis superior to any alternatives. Furthermore, the Court finds that (a) the terms of the Settlement appear to be fair and reasonable to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damage issues, and potential appeals; (b) Class Counsel is experienced in wage-and-hour class-action litigation; (c) significant investigation was undertaken, and significant information was exchanged, enabling Plaintiff and Defendant to reasonably evaluate one another’s positions; (d) approving the Settlement will avoid the substantial costs, delay, and risks that would be presented by further litigation; and (e) the terms of the Settlement were the result of intensive, serious, and non-collusive negotiations between Plaintiff and Defendant, including a private mediation. Accordingly, the Court preliminarily finds that the Settlement falls within the range of possible approval and therefore meets the requirements for preliminary approval.

2. The Court conditionally certifies the following Class for the purpose of the Settlement only: all current and former non-exempt employees who worked at least one shift for Defendant in California facility at any time from June 1, 2018 through May 17, 2023. The Court preliminarily approves the class of Aggrieved Employees under the PAGA claims as all current and former non-exempt employees who worked at least one shift for Defendant in California at any time from November 23, 2020 through May 17, 2023.

1 3. The Court conditionally appoints Rana Nader and Hengameh S. Safaei of Proxy Law
2 Firm LLP as Class Counsel.

3 4. The Court conditionally appoints Valente Velasco Jimenez as the Class Representative.

4 5. The Court conditionally appoints ILYM Group, Inc., as the Claims Administrator.

5 6. The Court conditionally approves, as to form and content, the Notice contemplated by
6 the Settlement. The Court finds that the Notice and the notification procedures contemplated by the
7 Settlement constitute the best notice practicable under the circumstances, and that the Notice and the
8 notification procedures contemplated by the Settlement are in full compliance with the laws of the State
9 of California, the laws of the United States (to the extent applicable), and the requirements of due
10 process. The Court further finds that the Notice appears to fully and accurately inform Class Members
11 of all material terms of the Settlement, including the manner in which Individual Settlement Payments
12 will be calculated; the right to request, and procedure for requesting, exclusion from the Settlement
13 Class; and the right to object, and procedure for objecting, to the Settlement.

14 7. Because the Settlement is within the range of possible final approval, the Court adopts
15 and incorporates the provisions of the Settlement, including, but not limited to, the dates for performance
16 contemplated by the Settlement. Those dates include the following:

17 a. No later than ten (10) business days after the date of Preliminary Approval, Defendant shall
18 provide the Claims Administrator with the Class List for purposes of preparing and mailing Notice to
19 the Class.

20 b. No later than twenty (20) calendar days after the date of Preliminary Approval, the Claims
21 Administrator shall mail Notice to the Class. Settlement Class Members do not need to submit any claim
22 forms to receive their respective Individual Settlement Payments.

23 c. Class Members shall have until forty-five (45) calendar days after the Claims Administrator
24 mails Notice to submit requests for exclusion to the Claims Administrator. To be considered valid, a
25 request for exclusion must contain the name, address, and telephone number of the Class Member
26 requesting exclusion; must be signed and dated by the Class Member; and must include a statement from
27 the Class Member reciting, in substance, that he or she wishes to exclude himself or herself from the
28 Settlement and that he or she understands that, by doing so, he or she will not receive any settlement

1 proceeds. Any Class Member who validly requests to be excluded will not be entitled to any recovery
2 under the Settlement; will not be bound by the terms of the Settlement; and will not have any right to
3 object to, appeal from, or comment on the Settlement.

4 d. Class Members shall have until forty-five (45) calendar days after the Claims Administrator
5 mails Notice to submit written objections to the Claims Administrator. A written objection must contain
6 the objecting Class Member's full name and current address, must specifically state all objections and
7 the reasons supporting the objections, and must include any and all supporting papers. The objection
8 also must state whether the Class Member intends to appear at the Final Approval Hearing.

9 e. The Final Approval Hearing will be held on August 23, 2023 at 3:00 p.m. in Courtroom 19
10 of the above-captioned Court. Plaintiff shall file a motion for final approval by August 3, 2023. Plaintiff
11 also shall file a motion for approval of any Fee and Expense Award, as well as any Incentive Award to
12 the Class Representative, by August 3, 2023, to be heard at the same time as the motion for final
13 approval.

14 8. Other than the proceedings contemplated herein, all discovery and other proceedings in
15 the Action are stayed and suspended until further order of the Court.

16 **IT IS SO ORDERED.**

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18 DATED: 5/22/2023, 2023



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20 HONORABLE OSCAR A. PARDO
21 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024.

On May 17, 2023, I served the following document(s): [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on the following person(s):

Defendant PACIFIC STATES INDUSTRIES, INC. d/b/a Redwood Empire

Alka Ramchandani-Raj

araj@littler.com

Nicholas Gioiello

ngioiello@littler.com

Gina Camacho

GCamacho@littler.com

Monica Martinez

MAMartinez@littler.com

LITTLER MENDELSON P.C.

Treat Towers 1255 Treat Boulevard Suite 600

Walnut Creek, California 94597

Telephone: 925.932.2468

Fax No.: 925.946.9809

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in the attached Proof of Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

1 ☐ placed the envelope for collection and mailing, following our ordinary business
2 practices. I am readily familiar with this business's practice for collecting and processing
3 correspondence for mailing. On the same day that correspondence is placed for collection and
4 mailing, it is deposited in the ordinary course of business with the United States Postal Service,
5 in a sealed envelope with postage fully prepaid.

6 I am a resident of and employed in the county where the mailing occurred. The envelope or
7 package was placed in the mail at Los Angeles, California.

8 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
9 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
10 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
11 office, in an envelope or package clearly labeled to identify the attorney being served, with a
12 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
13 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
14 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
15 party or by leaving the documents at the party's residence with some person not younger than 18
16 years of age between the hours of eight in the morning and six in the evening.

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

19 Executed on May 17, 2023 at Los Angeles, California.

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Hengameh S. Safaei