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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS

JAIME SANTIAGO VASQUEZ; ANTONIA
BLANCO; GRACIELA BLANCO; ELOISA
CASTRO; TOMAS CERVANTES AKA
GUADALUPE CERVANTES; as individuals,
on behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

PJ FARM LABOR, INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 22C-0382

[Case Assigned for All Purposes to Hon.
Valerie R. Chrissakis in Dept. 8]

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

Date: February 5, 2024

Time: 8:15 A.M.

Dept.: 2

Complaint Filed: October 28, 2022

FAC Filed: January 6, 2023

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 February 5, 2024, the Honorable Valerie R. Chrissakis presiding. The Court, having considered
3 the 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 and Release (“Agreement”)
7 filed herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The
8 Court 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 current and former non-exempt agricultural workers employed
13 by Defendant PJ FARM LABOR, INC. who performed labor on an
14 hourly or piece rate basis for the benefit of Defendants
15 CLARKLIND FARMS, FORTUNE & SONS, INC., and/or
16 MATTOS AND SONS DAIRY, LLC in the state of California from
17 October 28, 2018 through September 24, 2023.” (“Class Members”
18 or Settlement Class Members” or “Class”)

19 3. The Class Settlement Period is October 28, 2018 through September 24, 2023, or
20 the Preliminary Approval Date whichever is earlier.

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

22 “all of Defendants' current and former non-exempt agricultural
23 workers who performed labor on an hourly or piece rate basis for
24 Defendants in the state of California from October 28, 2021 through
25 September 24, 2023.” (“Aggrieved Employee” or “PAGA
26 Member”)

27 5. The PAGA Settlement Period means the period from October 28, 2021 through
28 September 24, 2023.

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

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

- 1 A. The Class, which consists of approximately 315 persons, is so numerous that
2 joinder of all members is impracticable;
- 3 B. There appear to be questions of law or fact common to the Class for purposes
4 of determining whether this Settlement should be approved;
- 5 C. Plaintiff's claims appear to be typical of the claims being resolved through
6 the proposed settlement;
- 7 D. Plaintiff appears to be capable of fairly and adequately protecting the
8 interests of the Settlement Class Members in connection with the proposed
9 settlement;
- 10 E. Common questions of law and fact appear to predominate over questions
11 affecting only individual persons in the Class. Accordingly, the Class
12 appears to be sufficiently cohesive to warrant settlement by representation;
13 and
- 14 F. Certification of the Class appears to be superior to other available methods
15 for the fair and efficient resolution of the claims of the Class.

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

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

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

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

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

 13. The Court confirms Eric B. Kingsley and Liane Katzenstein Ly of Kingsley &
 Kingsley, APC as Class Counsel.

14. The Court confirms Jaime Santiago Vasquez as Class Representative.

15. The Court approves Xpand Legal Consulting as the Administrator.

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.

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

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

a.	Preliminary Approval Granted	_____
b.	Deadline for Defendant to Provide Settlement Class Members' Information to Administrator	30 calendar days from Entry of Preliminary Approval
c.	Administrator Shall Mail Notice to Settlement Class Members	14 calendar days from receipt of the Class List from Defendant
d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court _____
h.	Final Approval Hearing	_____

19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the

1 “Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
2 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,
3 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
4 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
5 of the Parties to the litigation, as more specifically set forth in the (“Agreement.

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

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

11
12 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 20, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

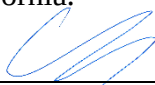
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 20, 2023, at Woodland Hills, California.



Michelle Tanzer

SERVICE LIST

Jaime Santiago Vasquez, et. al v. PJ Farm Labor, Inc. et. al
Superior Court of California, County of Kings
Case No: 22C-0382

Naomi C. Herrera James D. Miller Cesar A. Vargas Jason L. Dunbar RAIMONDO MILLER, ALC P.O. Box 28100 Fresno, CA 93729 NCH@raimondomiller.com jdm@raimondomiller.com cav@raimondomiller.com jld@raimondomiller.com <i>Attorneys for PJ Farm Labor, Inc. Via Electronic Mail Transmission</i> FORTUNE & SONS C/O FENNEMORE DOWLING AARON Mark Douglas Kruthers mkruthers@fennemorelaw.com 8080 N Palm Ave 3FL, Fresno, CA 93711 <i>Attorneys for Fortune & Sons Via Electronic Mail Transmission</i> MEDEROS, ORMONDE & RASCON ATTORNEYS AT LAW Erika L. Rascon, Esq. ELR@tulareesq.com 791 North Cherry St. Tulare, CA 93274 <i>Attorneys for Clarklind Farms and Mattos and Sons Dairy Via Electronic Mail Transmission</i>	Edgar Aguila-socho Mario Martinez MARTINEZ AGUILASOCHO LAW, INC. P.O Box 1998 Bakersfield, California 93303 Mmartinez@farmworkerlaw.com eaguila-socho@farmworkerlaw.com <i>Attorneys for Plaintiffs and the Proposed Class Via Electronic Mail Transmission</i>
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