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

JOSE RAMON SOLORIO SALAZAR, an
individual, on behalf of himself, the State of
California, as a private attorney general, and on
behalf of all others similarly situated,

Plaintiff,

v.

VALLEY PRUNE, LLC, a California Limited
Liability Company; and DOES 1 TO 50,
Defendants.

Case Number: 22CI000240

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

Hearing Date: February 27, 2024
Hearing Time: 8:30 a.m.
Dept.: 5
Judge: Hon. Matthew C. McGlynn

Complaint Filed: October 24, 2022
FAC Filed: January 6, 2023
Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on February 27, 2024, in Department 5, the Honorable Matthew C. McGlynn
3 presiding. The Court having considered the papers submitted in support of the application of the
4 parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Settlement Agreement and Release of Class and PAGA Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of
8 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms
9 used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set
10 forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the
11 Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$170,000.00**;
- 13 b. Court approved attorneys' fees to Class Counsel of up to **\$56,666.67**, representing
14 one-third of the Gross Settlement Amount;
- 15 c. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 16 d. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**;
- 17 e. Service Award to Plaintiff Jose Ramon Solorio Salazar in the amount of
18 **\$7,500.00**; and
- 19 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
20 California Labor & Workforce Development Agency for its portion of the PAGA
21 penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that, pursuant to California Rules of Court, Rule 3.769(d), the proposed Class
24 should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes
25 only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the
26 commonality requirements; (d) the claims of the Class Representatives are typical of the claims of the
27 proposed Class Members; (e) Class Counsel has and is able to adequately represent the proposed
28 Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide treatment of
this dispute is superior to individual litigation because common issues predominate over individual

1 issues for settlement purposes.

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

5 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
6 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
7 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
8 time set forth in the implementation schedule in Paragraph 13 below.

9 5. This Court approves, as to form and content, the Notice of Proposed Class and PAGA
10 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The Court
11 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
12 Settlement as set forth in the Settlement Agreement.

13 6. The Court directs the mailing of the Class Notice by first class mail to the Class
14 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
15 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
16 meet the requirements of due process and provide the best notice practicable under the circumstances
17 and shall constitute due and sufficient notice to all persons entitled thereto.

18 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
19 only.

20 8. The Court preliminary certifies for settlement purposes only the Settlement Class
21 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
22 *in California during the Class Period.* (See Settlement Agreement, at § 1.39.) The Class Period is
23 defined as October 24, 2018, through the date of preliminary approval of the settlement. (See
24 Settlement Agreement, at § 1.10.)

25 9. All Settlement Class members who do not timely opt out will release those claims
26 arising out of or related to the allegations set forth in the operative complaint, PAGA notice to the
27 California Labor and Workforce Development Agency that arose during the Class Period and/or
28 PAGA Period, and the Notice of Claim filed with the Labor Commissioner on January 3, 2023,
including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code

1 sections 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime
 2 wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage
 3 Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation
 4 of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant
 5 meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and
 6 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in
 7 violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation
 8 of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation
 9 of Labor Code sections 201, 202, and 203; (8) failure to provide complete and accurate wage
 10 statements in violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise
 11 unlawful business practices based on the foregoing in violation of California’s Unfair Competition
 12 Law (Bus. & Prof. Code, §§ 17200–17210); (10) statutory penalties based on the foregoing pursuant
 13 to PAGA (Lab. Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest,
 14 fees, costs based on the foregoing.

15 10. The Court confirms Plaintiff Jose Ramon Solorio Salazar as Class Representative, and
 16 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

17 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

18 12. To facilitate administration of the Settlement pending final approval, the Court hereby
 19 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
 20 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
 21 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
 22 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
 23 and the time for filing claims with the Settlement Administrator has elapsed.

24 13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
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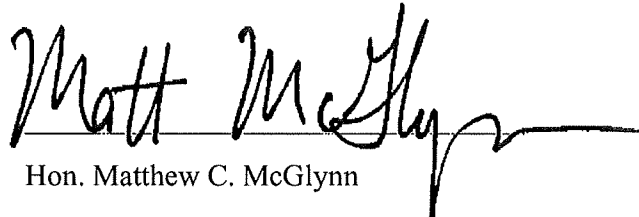
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days following the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to send Declaration of Due Diligence and Proof of Mailing	[21 days prior to the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after August 1, 2024)	<u>August 6, 2024 at 8:30 a.m.</u>

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 2/27/2024


Hon. Matthew C. McGlynn
Judge of the Superior Court, Tehama County