

Enrique Martínez (SBN 206884)
LAW OFFICE OF ENRIQUE MARTINEZ, PC
360 Grand Avenue #141
Oakland, CA 94610
Telephone: (510) 764-6470
Facsimile: (510) 550-2858
emartinez15@comcast.net

Attorney for Plaintiffs & Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS
(UNLIMITED JURISDICTION)**

DAMIAN LONA, ABELARDO LEDESMA,
AND FRANCISCO MENDOZA on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

LANGSTRAAT FARMS, INC., a California
Corporation; LANGSTRAAT HARVESTING,
INC., a California Corporation; JASON E.
LANGSTRAAT, individually; DENNIS H.
LANGSTRAAT, individually; and, DOES 1
through 50, inclusive,

Defendants.

Case No. 25CU0117

*Assigned for all purposes to: Hon. Jennifer
Giuliani in Dept. 1*

**[PROPOSED] ORDER GRANTING
MOTION FOR (1) PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF SETTLEMENT
CLASS AND APPOINTING CLASS
COUNSEL; (3) APPROVING FORM AND
METHOD OF CLASS NOTICE; AND (4)
SCHEDULING A FINAL FAIRNESS
HEARING**

Date: March 2, 2026

Time: 08:15 a.m.

Dept: 1

The above-captioned matter came on for hearing before the Court on March 2, 2026 on Plaintiffs' Motion for (1) Preliminary Approval of a Class Action Settlement, (2) Provisional Certification of a Proposed Settlement Class and Appointment of Class Counsel, (3) Approval of a Proposed Form and Method of Class Notice, and (4) the Scheduling of a Final Fairness Hearing. The Parties have entered into a class settlement, attached as Exhibit 1 to the Declaration of Enrique

1 Martinez in Support of Preliminary Approval, which, if approved, would resolve this class action
2 lawsuit (the “Action”).

3 Upon review and consideration of the motion papers and the Settlement Agreement
4 (“Settlement”), including the Declaration of Enrique Martinez and the exhibits thereto, the Court
5 finds that there is sufficient basis for (1) granting preliminary approval of the Settlement; (2)
6 provisionally certifying the class for settlement purposes only; (3) appointing Plaintiffs’ counsel as
7 Class Counsel and appointing the Named Plaintiffs to represent the Settlement Class; (4) approving
8 the Parties’ proposed form and method of notice to the Settlement Class; (5) approving the Parties’
9 proposed Class Notice and Dispute Form and the procedures set forth in the Settlement for class
10 members to exclude themselves from the Settlement Class or object to the Settlement, and directing
11 that notice be disseminated to the Settlement Class pursuant to the terms of the Settlement; (6) staying
12 all non-settlement related proceedings in the Action pending final approval of the Settlement; and
13 (7) setting a final hearing (the “Fairness Hearing”) at which time the Court will consider whether to
14 grant (a) final approval of the Settlement and (b) Class Counsel’s application for attorneys’ fees and
15 costs.

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

17 1. This Action is provisionally certified as a class action, for the purposes of settlement
18 only, pursuant to Code of Civil Procedure section 382.

19 2. The Settlement Class is defined as— all persons who have been employed as non-
20 exempt employees at Defendants’ facilities in California any time between March 17, 2021 to
21 November 14, 2025, excluding all of Defendants’ family members, office workers, and salaried
22 employees. The Parties anticipate a class size of approximately 65 class members.

23 3. Certification of the Settlement Class shall be solely for the purposes of settlement and
24 without prejudice to the Parties in the event the Settlement is not finally approved by this Court or
25 otherwise does not take effect.

26 4. The Court preliminarily approves the Settlement as fair, reasonable, and adequate,
27 entered into in good faith, free of collusion, and within the range of possible judicial approval.

28 5. The Court appoints the following attorney as Class Counsel:

1 Enrique Martinez
2 **LAW OFFICE OF ENRIQUE MARTINEZ, PC**
3 360 Grand Avenue #141
4 Oakland, CA 94610
5 Telephone: (510) 764-6470
6 Facsimile: (510) 550-2858
7 Email: emartinez15@comcast.net

8
9 6. The Court appoints the Named Plaintiffs Damian Lona, Abelardo Ledesma and
10 Francisco Mendoza, as the class representatives.

11 7. The Court appoints CPT Group, Inc. to serve as the settlement administrator and to
12 carry out all duties and responsibilities of the Claims Administrator as specified in the Settlement.

13 8. The Court approves the method of disseminating notice to the Settlement Class in
14 Spanish and English, as set forth in the Settlement. The Court approves the form and content of the
15 Class Notice and Dispute Form and finds that the proposed forms are reasonably clear and should be
16 reasonably understandable to Settlement Class members. The Court finds that the proposed form and
17 method of notice provided in the Settlement constitutes the best notice practicable under the
18 circumstances, and will provide valid, due, and sufficient notice to the Settlement Class in full
19 compliance with the requirements of applicable law, including Code of Civil Procedure section 382
20 and the Due Process Clause of the United States Constitution, and is the only notice to the Settlement
21 Class of the Settlement that is required.

22 9. Not later than ten (10) days from the date of this Order, Defendants' counsel shall
23 provide to the Claims Administrator with a list of all members of the Settlement Class, their last
24 known addresses, telephone numbers, and social security or individual taxpayer identification
25 numbers. The Claims Administrator shall be responsible for preparing, printing, and mailing to
26 members of the Settlement Class the Class Notice and Dispute Form. A Spanish language translation
27 (prepared by the Claims Administrator) of all materials mailed to members of the Settlement Class
28 shall be included as a part of the same mailing.

10. No later than twenty (20) days from the date of this Order, the Claims Administrator
shall send a copy of the Class Notice and Dispute Form to members of the Settlement Class via First
Class regular U.S. mail, postage prepaid, using the most current mailing address information
available. The date of the original mailing will be the Notice Date. For any Class Notice returned

1 to the Claims Administrator as non-deliverable within forty-five (45) days of the Notice Date, the
2 Claims Administrator shall make prompt and reasonable efforts to locate the person involved, using
3 appropriate search methods. If new address information is obtained, the Claims Administrator shall
4 promptly re-mail the Class Notice to the addressee via First Class regular U.S. mail, postage prepaid,
5 using the new address. If the Claims Administrator is unable to obtain new address information with
6 regard to any Class Notice returned as non-deliverable within forty-five (45) days following the
7 Notice Date, or if a Class Notice is returned as non-deliverable more than forty-five days (45) days
8 following the original mailing date, the Claims Administrator shall be deemed to have satisfied its
9 obligation to provide the Class Notice to the affected member of the Settlement Class through the
10 original mailing. In the event the procedures in this paragraph are followed and the intended recipient
11 of the Class Notice does not receive the Class Notice, the intended recipient shall nevertheless remain
12 a member of the Settlement Class and shall be bound by all the terms of this Settlement and the Order
13 and Final Judgment.

14 11. Those members of the Settlement Class who wish to opt out of the settlement must
15 serve on the Claims Administrator a written statement opting out of the Settlement. Such written
16 statement must be served on the Claims Administrator no later than sixty (60) days from the Notice
17 Date. Settlement Class members who receive a re-mailed notice from the Claims Administrator will
18 have an additional 15 days to opt-out of the settlement.

19 12. If the Settlement is finally approved and becomes effective, any Settlement Class
20 member who does not send a timely and valid written statement opting out of the Settlement shall be
21 a Settlement Class Member and shall be bound by all subsequent proceedings, orders, and judgments
22 in this Action, including, but not limited to, the release of claims as provided in the Settlement.

23 13. Those members of the Settlement Class who wish to object to the Settlement must
24 serve on the Claims Administrator a written statement objecting to the Settlement. Such written
25 statement must be served on the Claims Administrator no later than sixty (60) days from the Notice
26 Date. Settlement Class members who receive a re-mailed notice from the Claims Administrator will
27 have an additional fifteen (15) days to object to the settlement.

28 14. Those Settlement Class members who wish to dispute their share of the settlement

proceeds must submit a timely dispute form to the Claims Administrator no later than sixty (60) days from the Notice Date. Settlement Class members who receive a re-mailed notice from the Claims Administrator will have an additional fifteen (15) days to dispute their share of the settlement. The Claims Administrator shall calculate the number of individual Settlement Awards taking into account the number of pay periods during the Class Period that each Eligible Class Member worked for Defendants.

15. The Court will hold a final Fairness Hearing on _____, 2026 at _____ a.m. to determine whether the Settlement should be finally approved as fair, reasonable, and adequate to the Settlement Class, whether Final Judgment should be entered dismissing the Action with prejudice, and whether Class Counsel's application for an award of attorneys' fees and costs pursuant to the Settlement should be approved.

16. The Parties shall file any motions in support of final approval of the Settlement and Class Counsel shall file their fee application one week from the date of the Final Fairness Hearing.

17. At no time shall the Parties or their counsel seek, solicit or otherwise encourage, directly or indirectly, members of the Settlement Class to submit written objections to the settlement, to opt out, or to appeal from the Order and Final Judgment.

18. The date of the Fairness Hearing as provided in this Order and related deadlines may be rescheduled by the Court upon notice to the Parties.

19. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if: (a) the Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement; or (b) the Settlement does not become effective pursuant to the terms of the Settlement for any other reason.

20. Pending the final determination of whether the Settlement should be approved, all proceedings in this Action, except as may be necessary to implement the Settlement or to comply with the terms of the Settlement, are hereby stayed.

21. The following chart summarizes the dates and deadlines set by this Order, which are also included in the Implementation Schedule, attached as Exhibit 1C to the Declaration of Enrique

Martinez in Support of Preliminary Approval.

Defendants provide list of all class member addresses to Claims Admin	10 Days from Date of Preliminary Approval Order
Claims Admin sends Class Notice	20 Days from Date of Preliminary Approval Order
Opt out deadline	60 Days from Date Notice is sent out
Objection deadline	60 Days from Date Notice sent out
Award dispute deadline	60 Days from Date Notice sent out
Fairness/Final Approval Hearing	[TBD]

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT