

Electronically Filed
5/13/2024
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Brenton Ratley, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

GUADALUPE LARIOS DE MANCILLA, an
individual, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

NARAGHI FARMS, LLC, a California limited
liability company; WJN FARMS, LLC, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendant.

Case No.: CV-23-003350

[Hon. John D. Freeland]

~~[REVISED PROPOSED]~~ **PRELIMINARY
APPROVAL ORDER**

Date: May 9, 2024
Time: 8:30 a.m.
Dept.: 23

Action Filed: June 16, 2023
Trial Date: None Set

1 **~~REVISED PROPOSED~~ PRELIMINARY APPROVAL ORDER**

2 The Court now has before it Plaintiff Guadalupe Larios de Mancilla's ("Plaintiff") unopposed
3 Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the
4 Class Action Settlement Agreement and Release ("Settlement Agreement")¹ and exhibits attached
5 thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

6 1. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and
7 reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and
8 reasonable when balanced against the probable outcome of further litigation relating to liability and
9 damages issues; (c) sufficient investigation and research have been conducted such that counsel for the
10 Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time
11 will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by
12 the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-
13 collusive, arms-length negotiations. The Settlement therefore meets the requirement for preliminary
14 approval.

15 2. The Court finds, for settlement purposes, that the Class meets the requirements for
16 certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that
17 joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to
18 the Class, which predominate over any individual issues; (c) Plaintiff's claims are typical of the claims of
19 the Class; (d) Plaintiff and her counsel will fairly and adequately protect the interests of the Class; and (e)
20 a class action is superior to other available methods for the fair and efficient adjudication of the
21 controversy.

22 3. Accordingly, the Court conditionally certifies for settlement purposes only the following
23 Class:

24 All current and former non-exempt employees of Defendants Naraghi Farms, LLC and WJN
25 Farms, LLC (collectively, "Defendants") who worked for Defendants in California at any time
26 from June 16, 2019 through May 9, 2024.

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28 ¹ All capitalized terms have the same meaning as defined in the Settlement Agreement unless otherwise indicated.

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2 4. Should, for whatever reason, the Settlement not become final, the fact that the Parties were
3 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be
4 admissible in connection with, the issue of whether a class should be certified in a non-settlement
5 context.

6 5. The Court appoints, for settlement purposes, Plaintiff Guadalupe Larios de Mancilla as
7 Representative for the Class.

8 6. The Court appoints, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C., as
9 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class Members with respect to
10 all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts
11 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either
12 personally or through counsel of such individual's own choosing and at such individual's own expense.
13 Any Class Member who does not enter an appearance or appear on his or her own will be represented by
14 Class Counsel.

15 7. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator
16 and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class
17 Notice using the procedures set forth in the Settlement Agreement. Class Members who wish to
18 participate in the settlement provided for by the Settlement Agreement do not need to respond to the
19 Class Notice.

20 8. The Court hereby preliminarily approves the definition and disposition of the Gross
21 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
22 subject to modification at final approval.

23 9. The Court approves, as to form and content, the Class Notice (attached as Exhibit 1 to the
24 Settlement Agreement).² All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
25 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as
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28 ² The Class Notice shall be revised to reflect the dates and information stated in this Order.

provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to \$5,850 as provided in the Settlement.

10. Any Class Member may choose to opt-out of and be excluded from the Class as provided in Section 59(d) of the Settlement and as summarized in the Class Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion/opted-out shall be bound by all determinations of the Court, the Settlement, and the Final Judgment.

11. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

12. A Final Fairness and Approval Hearing shall be held before this Court on October 2, 2024 at 8:30 a.m. in Department 23 of the Superior Court for the State of California, County of Stanislaus, located at 801 10th Street, Modesto, California 95354. The Final Fairness and Approval Hearing will determine all necessary matters concerning the Settlement, including: Whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a Final Judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and to finally approve the Individual Settlement Payments, the Class Counsel Award, the Class Representative Service Award, the PAGA Award, and the Settlement Administration Costs. All papers in support of final approval and related awards for fees, costs, and Plaintiff's incentive award must be filed and served at least 16 court days before the Final Approval Hearing. Any Participating Class Member who wishes to object to the Settlement must do so by following the instructions for submitting written objections that are set forth in Section 59(e) of the Settlement Agreement and as summarized in the Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the consideration and

admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court. Any Participating Class Member who does not make their objection in the manner provided for in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the Settlement.

13. The Court further sets the following settlement implementation deadlines:

Deadline	Event
5/23/2024	Defendant shall provide Class List and Data Report to Administrator.
6/6/2024	Administrator shall mail Class Notice to Class Members.
8/6/2024	Deadline for submission of Opt-Out Notice, Objections, or dispute their share of the settlement proceeds.
9/9/2024	Deadline for counsel to file motion for order of final approval.

14. The Settlement is not a concession or admission, and shall not be used against the Released Parties, as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

15. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, Judgement, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. To the extent permitted by law, pending a final determination as to whether the settlement contained in the Settlement should be approved, the Class Members whether directly, representatively, or

1 in any other capacity, and whether or not such persons have appeared in the Action, shall not institute or
2 prosecute any claim released in the Settlement against Released Parties.

3 17. In the event the Settlement does not become effective in accordance with the terms of the
4 Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
5 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
6 shall revert to their respective positions before entering into the Settlement. If the Settlement is finally
7 approved, the Court shall enter a Final Judgment approving the Settlement, which shall be binding on all
8 Parties to the Settlement, including all Class Members.

9 18. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings
10 necessary to implement the Settlement and this Order, are stayed.

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12 **IT IS SO ORDERED.**

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14 DATED: 5/11/2024



Honorable John D. Freeland
Judge of the Superior Court