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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF YUBA**

19 STEVEN SISCO, individually, and on behalf of
20 all others similarly situated,

21 *Plaintiff,*

22 *v.*

23 SHOEI FOODS (U.S.A), INC, a California
24 corporation; and DOES 1 through 10, inclusive,

25 *Defendants.*

JUN 01 2026

FILED
YUBA COUNTY SUPERIOR COURT
HEATHER PUGH
SUPERIOR COURT CLERK
BY Chen
COURT CLERK

Case No.: CVCV23-01306

Assigned to Hon. Stephen W. Berrier, Dept 4

Complaint filed: December 15, 2023

FAC filed: August 6, 2025

Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 1, 2026

Time: 10:00 a.m.

Dept: 4

1 The Court has before it Plaintiff Steven Sisco's ("Plaintiff" or "Class Representative")
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed
3 the Motion along with the accompanying papers, the Class Action and PAGA Settlement
4 Agreement (which is referred to here as the "Settlement" or "Settlement Agreement"), and good
5 cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant ShoEi Foods (U.S.A.), Inc. ("Defendant," and together with Plaintiff, the "Parties").
11 A true and correct copy of the Settlement Agreement is attached to the Declaration of Conor
12 J.D. Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action
13 Settlement submitted to the Court as Exhibit 1.

14 2. For settlement purposes, the Court provisionally certifies the Class defined as all
15 non-exempt, hourly individuals directly employed by Defendant in the State of California
16 during the Settlement Class Period (each "Class Member" collectively the "Class"). The Class
17 Period is the period from December 15, 2019, through February 5, 2025 ("Class Period").

18 3. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court, and appears to be presumptively valid,
20 subject only to any objections that may be raised at the final approval hearing and final approval
21 by this Court. The Court notes that Defendant has agreed to create a common fund of
22 \$1,475,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
23 Members who do not validly opt out; (b) a \$60,000.00 payment for penalties under the Private
24 Attorneys General Act ("PAGA"), with 75% of which (\$45,000.00) being paid to the LWDA
25 (the "LWDA PAGA Payment") and 25% (\$15,000.00) being paid to eligible Aggrieved
26 Employees (the "Individual PAGA Payment") (as defined in the Settlement Agreement); (c) an
27 enhancement award of up to \$10,000.00 for Plaintiff (the "Class Representative Service
28 Payment"); (d) Class Counsel's attorneys' fees not to exceed one-third of the Gross Settlement

1 Amount (\$491,666.67) (the "Class Counsel Fees Payment"), and up to \$25,000.00 in costs for
2 actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses
3 Payment"); and (e) a payment to Apex Class Action Administration (the "Administrator") of up
4 to \$6,490.00 (the "Administration Costs").

5 4. The Court preliminarily finds that the terms of the Settlement appear to be within
6 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
7 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
8 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
9 further litigation relating to class certification, liability and damages issues, and potential
10 appeals; (2) significant informal discovery, investigation, research, and litigation have been
11 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
12 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
13 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
14 has been reached as the result of intensive, serious, and non-collusive negotiations between the
15 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
16 preliminarily finds that the Settlement Agreement was entered into in good faith.

17 5. A final fairness hearing on the question of whether the proposed Settlement, Class
18 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
19 Payment for its share of the settlement of claims for penalties under the PAGA, and the Class
20 Representative Service Payment should be finally approved as fair, just, reasonable and
21 adequate as to the Class is hereby set in accordance with the implementation schedule set forth
22 below.

23 6. The Court finds, for settlement purposes only, that the Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
26 fact that are common, or of general interest, to all Class Members, which predominate over
27 individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)
28 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;

1 and (5) a class action is superior to other available methods for the fair and efficient adjudication
2 of the controversy.

3 7. The Court appoints Plaintiff as Class Representative, for settlement purposes
4 only. The Court further preliminarily approves Plaintiff's ability to request the Enhancement
5 Payment.

6 8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J.
7 Kramer, Chase M. Stern, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC
8 as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request
9 the Attorneys' Fees and Costs.

10 9. The Court appoints Apex Class Action Administration as the Administrator with
11 the Administrator Costs estimated not to exceed \$6,490.00.

12 10. The Court approves, as to form and content the class notice, attached as Exhibit
13 A to the Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that
14 plan for distribution of the Class Notice to Class Members satisfies due process, provides the
15 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
16 all persons entitled thereto.

17 11. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 12. Any class member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 13. The Court orders the following implementation schedule:

22 Defendant to provide Class List to the	Within 7 business days after the Court grants
23 Settlement Administrator	Preliminary Approval of the Settlement
24 Settlement Administrator to mail the Class	Within 14 days after receipt of the Class List
25 Notice	from the Defendant
26 Response Deadline	45 days after Class Notice is mailed out by
27	the Settlement Administrator

	14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	October 12, 2026, at 10:00 a.m., or first available date thereafter, in Department 4. The hearing may be continued to another date without further notice to the Class Members.

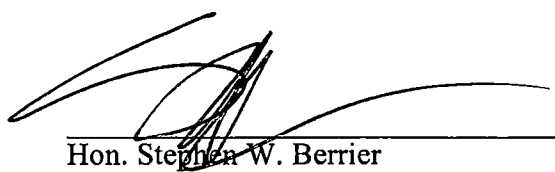
14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

IT IS SO ORDERED.

DATE:

6/1/2026


 Hon. Stephen W. Berrier
 Yuba County Superior Court

STEPHEN W. BERRIER