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10 *Attorney for Plaintiff and the Putative Class*

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

FEB 11 2026

BY _____ DEPUTY

ENDORSED

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF KERN**

13 GERARDO MUNIZ SUAREZ,
14 individually, and on behalf of all others
15 similarly situated,

16 Plaintiff,

17 v.

18 OLD RIVER FARMING COMPANY,
19 LLC, a California Limited Liability
20 Company; and DOES 1 through 50,
21 inclusive,

22 Defendants.

CASE NO.: BCV-24-102482

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

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

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

6 1. The Court finds on a preliminary basis that the settlement memorialized in the
7 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
8 and therefore meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes only the following class (the
10 "Class" or "Settlement Class"), pursuant to California Code of Civil Procedure Section 382 and
11 California Rules of Court, rule 3.764:

12 All non-exempt, hourly employees who worked for Defendant at any
13 time in the state of California at any time from July 24, 2020, through
14 August 31, 2025.

15 The Class Period is from July 24, 2020, through August 31, 2025.

16 3. The Court conditionally approves for settlement purposes only the PAGA allocation
17 of this settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA
18 Members.

19 The PAGA Period is from April 21, 2023, through August 31, 2025.

20 4. The Court conditionally finds, for settlement purposes only, that the proposed Class
21 meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1)
22 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
23 common, or of general interest, to the Class, which predominate over any individual issues; (3)
24 Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly
25 and adequately protect the interests of the Class; and (5) a class action is superior to other available
26 methods for the fair and efficient adjudication of the controversy.

27 5. Should for any reason the Settlement not become final, the fact that the Parties were
28 willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be

1 admissible in connection with, the issue of whether a class should be certified in a non-settlement
2 context.

3 6. The Court appoints, for settlement purposes only, Plaintiff Gerardo Muniz Suarez as
4 Representative for the Class. The Court conditionally finds, for settlement purposes only, that Plaintiff
5 will fairly and adequately protect the interests of the proposed Class Members.

6 7. The Court appoints, for settlement purposes only, The Wheeler Law Firm, APC, as
7 Counsel for the Class. The Court conditionally finds, for settlement purposes only, that Class Counsel
8 is qualified to serve as counsel for the Class Representative in his own capacity and his representative
9 capacity and for the Class.

10 8. The Parties are ordered to carry out the Settlement according to the terms of the
11 Settlement Agreement.

12 9. The Court appoints Phoenix Settlement Administrators ("Phoenix") as the Settlement
13 Administrator and is ordered to carry out the administration of the settlement according to the terms
14 of the Settlement Agreement.

15 10. The Court approves as to form and content of the Class Action and PAGA Settlement
16 Notice in substantially the form attached to the Settlement Agreement as **Exhibit 1**. Counsel for the
17 Parties are authorized to correct any typographical errors in the Class Action and PAGA Settlement
18 Notice and make clarifications, to the extent the same are found or needed, so long as such corrections
19 do not materially alter the substance of the documents. The Court finds that the dates selected for the
20 mailing and distribution of the Notice Packet meet the requirements of due process, provide the best
21 notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons
22 entitled thereto.

23 11. If any Class Member objects to the Settlement Agreement, the objecting party is not
24 required, either personally or through counsel: 1) to appear at the hearing on the motion for final
25 approval for that party's objection to be considered; or 2) to file or serve, or to state in the objection,
26 a notice of intention to appear at the hearing on the motion for Final Approval of the Class Settlement.

27 12. Phoenix, the Settlement Administrator, shall provide notice to any objecting party of
28 any continuance of the hearing of Plaintiff's Motion for Final Approval.

13. In the event that the Effective Date occurs, all Settlement Class Members will be deemed to have forever released and discharged the Released Claims by Settlement Class Members and all PAGA Members will be deemed to have forever released and discharged the Settled PAGA Claims. In the event that the Effective Date does not occur for any reason whatsoever, the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever.

14. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	Within fourteen (14) calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to mail Class Notice	Within ten (10) calendar days after receiving the Class Information
Last day for Class Members to submit a dispute regarding Workweek Disputes, Request for Exclusion, or written Objection	Forty-five (45) days after the postmark date of the Notice of Class Settlement that the Settlement Administrator mails to Class Members
Last Day for Plaintiff to file Motion for Final Approval of the Class Settlement, Attorneys' Fees and Costs and Class Representative Service Award	Per Code.
Final Approval Hearing	May 11, 2026 at 8:30 a.m. in Department 17 of this Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301

15. 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 Notice Packet 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.

16. A Final Approval Hearing shall be held before this Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301, on May 11, 2026 at 8:30 a.m. in Department 17, to determine all

1 necessary matters concerning the Settlement, including: whether the proposed Settlement of the
2 Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement
3 Agreement, should be entered herein; whether the plan of allocation contained in the Settlement
4 Agreement should be finally approved as fair, reasonable, and adequate to the Class Members; and to
5 finally approve the Gross Settlement Amount, Class Counsel Award, Class Representative Service
6 Award, payment to the LWDA and PAGA Members for PAGA penalties, and Settlement
7 Administration Costs.

8 17. At the Final Approval Hearing, the Court will consider whether the Settlement should
9 be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and
10 whether the payments provided for under the Settlement, including attorneys' fees and costs and class
11 representative service award, should be finally approved and granted.

12 18. Pending the Final Approval Hearing, all proceedings in this Action, other than
13 proceedings necessary to implement the Settlement and this Order, are stayed.

14 19. The Court further orders that to facilitate administration of the Settlement, all Class
15 Members, including Plaintiff, are hereby enjoined from filing or prosecuting any claims, cases, suits
16 or administrative proceedings (including filing or pursuing claims with the California Division of
17 Labor Standards Enforcement) regarding claims released by the Settlement, unless and until any such
18 Class Member has filed a valid and timely written Request for Exclusion with the Administrator.

19 20. In the event the Settlement does not become effective in accordance with the terms of
20 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or
21 fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated
22 and the Parties shall revert to their respective positions as of before entering into the Settlement
23 Agreement.

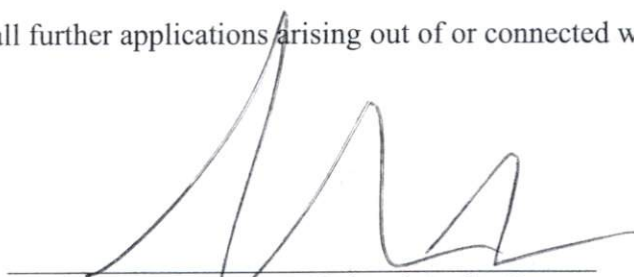
24 21. The Settlement is not a concession or admission and shall not be used against
25 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
26 any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is
27 finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related
28 to the Settlement, nor any reports or accounts thereof, shall in any event be: (i) Construed as, offered

1 or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to Defendant
2 or any of the Released Parties, including, but not limited to, evidence of a presumption, concession,
3 indication, or admission by Defendant or any of the Released Parties of any liability, fault,
4 wrongdoing, omission, concession, or damage; or (ii) Disclosed, referred to, or offered or received in
5 evidence against Defendant or any of the Released Parties in any further proceeding in the Action, or
6 in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the
7 Action pursuant to the Settlement Agreement.

8 22. The Court reserves the right to adjourn or continue the date of the Final Approval
9 Hearing and all dates provided for in the Settlement Agreement without further notice to Class
10 Members, and retains jurisdiction to consider all further applications arising out of or connected with
11 the proposed Settlement.

12 **IT IS SO ORDERED.**

13 DATED: 2/11/26
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15 HONORABLE ~~T~~ Michael A. Caves
16 JUDGE OF THE SUPERIOR COURT
17 Michael A. Caves
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