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[ADDITIONAL COUNSEL ON THE FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

CONSUELO VAZQUEZ, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

CALIFORNIA FRESH FARMS LLC, and
DOES 1 through 50, inclusive,

Defendants.

Lead Case No. 24CV-03339

Consolidated Case Nos.: 24CV-04490 and 25CV-00518

CLASS ACTION

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

Assigned for all purposes to:
Hon. Stephanie L. Jamieson

Date: December 5, 2025
Time: 8:15 a.m.
Location: Courtroom 8

Complaint Filed: June 28, 2024
Trial Date: None Yet Set

Matthew J. Matern (SBN: 159798)

Launa Adolph (SBN: 227743)

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Attorneys for Plaintiffs CONSUELO VAZQUEZ and MARIA CEBALLOS, as individuals, and
on behalf of all similarly situated employees

[PROPOSED] ORDER

Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) was scheduled for hearing before the Court on December 5, 2025, at 8:15 a.m., before the Honorable Stephanie Jamieson presiding. The Court, having considered the Class Action and Private Attorneys General Act Settlement and Release Agreement (“Settlement Agreement” or “Settlement”), along with the proposed Notice of Class Action Settlement and Hearing Date for Final Approval (“Class Notice”) attached to the Settlement Agreement (the Settlement and its Exhibit are attached as Exhibit A to the Declaration of John A. Young), and all other papers submitted in support of the Motion, and for good cause appearing, now FINDS and ORDERS as follows:

1. This Order incorporates by reference the Settlement Agreement, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.

2. The Court provisionally certifies, for settlement purposes only, the following class (“Class”): “all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California from June 28, 2020 through December 30, 2023 (“Class Period”).

3. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under Code of Civil Procedure section 382 in that: (1) the Class is ascertainable and so numerous that joinder is impractical; (2) there are questions of law and fact that are common to all Class Members which predominate over individualized issues; (3) Plaintiffs’ claims are typical of the claims of the Class; (4) Plaintiffs and Plaintiffs’ counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court preliminarily approves the proposed Settlement Agreement and finds that it is “fair, adequate, and reasonable” and justifies notice to class members and a final approval hearing. *Luckey v. Superior Court*, 228 Cal.App.4th 81, 93-94 (2014); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1807 (1996); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133

(2008). Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement Agreement is the result of arm's length negotiations conducted after class counsel thoroughly reviewed and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. Preliminary approval of the class action settlement is also appropriate because the proposed non-reversionary settlement fund outlined in the Settlement Agreement is fair, adequate, and well within the range of reasonableness. The Court further approves the procedures for calculation and distribution of payments to Class Members, as set forth in the Settlement, as fair and reasonable.

5. The Court also concludes that the relief provided by the Settlement for the PAGA Group Members' PAGA claims is fair and reasonable and is consistent with the underlying purpose of the statute to benefit the public. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021); Labor Code §2699(l).

6. The Court hereby preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein, the Gross Settlement Amount of one hundred ninety-seven thousand five hundred dollars (\$197,500.00), and the allocations of the following amounts from the Gross Settlement Amount: (a) ten thousand dollars (\$10,000.00) to each Plaintiff for their service to Class Members totaling twenty thousand dollars (\$20,000.00); (b) payment to the Settlement Administrator for the costs of administration of the Settlement, which are expected not to exceed six thousand dollars (\$6,000.00); (c) ten thousand dollars (\$10,000.00) for penalties pursuant to the Private Attorney General Act, California Labor Code sections 2698, *et seq.*, of which seven thousand five hundred dollars (\$7,500.00) shall be paid to the Labor and Workforce Development Agency and two thousand five hundred dollars (\$2,500.00) shall be paid to PAGA Group Members that worked during the PAGA Period (June 22, 2022 through December 30, 2023); and (d) a total of up to one-third of the Gross Settlement Amount, Sixty-Five Thousand Eight Hundred and Thirty Three Dollars And Thirty-Three Cents (\$65,833.33) to Class Counsel for attorneys' fees and a total of up to Twenty-Six Thousand Dollars (\$26,000.00) for reimbursement of Class Counsel's actual litigation costs and expenses incurred.

1 7. The Court approves, as to form and content, the Notice of Proposed Settlement
2 and Final Settlement Approval Hearing (“Class Notice”), attached as Exhibit A to the Settlement
3 Agreement and incorporated herein by reference. The Class Notice fairly, plainly, accurately,
4 and reasonably informs Class Members of: (1) appropriate information about the nature of this
5 action, the definition of the Settlement Class, the identity of class counsel, and the essential terms
6 of the Settlement Agreement; (2) appropriate information about Plaintiffs’ and class counsel’s
7 forthcoming applications for the enhancement award to the class representatives and attorney’s
8 fees and costs to class counsel; (3) appropriate information about how the proceeds of the
9 Settlement Agreement will be distributed, and about Class Members’ right to appear through
10 counsel if they desire; (4) appropriate information about how to object to the Settlement
11 Agreement or submit a request to be excluded from the class action portion of the Settlement if a
12 class member wishes to do so; and (5) appropriate instructions as to how to obtain additional
13 information regarding the action and the Settlement Agreement. The Court further finds that the
14 proposed method of distribution of the Class Notice under the Settlement Agreement satisfies all
15 constitutional due process requirements and the requirements of Code of Civil Procedure § 382
16 and California Rules of Court rule 3.766. The Court directs the mailing by First-Class U.S. mail,
17 of the Class Notices to Class Members in accordance with the procedures described in the
18 Settlement Agreement.

19 8. The Court provisionally appoints, for settlement purposes only, Plaintiffs as the
20 class representatives for the Class conditionally certified by this Order and as the PAGA
21 representatives on behalf of the State of California and the PAGA Group Members.

22 9. The Court provisionally appoints, for settlement purposes only, Kevin Mahoney
23 and John Young of Mahoney Law Group, APC and Matthew J. Matern, Launa Adoph, and
24 Kayvon Sabourian of Matern Law Group, PC as Class Counsel.

25 10. The Court provisionally appoints Phoenix Settlement Administrators as the
26 Settlement Administrator.

27 11. The Court approves the procedures for submitting a Request for Exclusion from
28 the class action portion of the Settlement and for submitting objections to the Settlement, as

described in Sections VI and VII of the Settlement Agreement and incorporated herein by reference.

12. On _____, _____, at _____ a.m./p.m. the Court will hold a final approval hearing to determine: (1) whether the Settlement Agreement is fair, reasonable, adequate, and should be finally approved by the Court; (2) the amount of attorney's fees and costs to award to class counsel; (3) the amount of Class Representative Enhancement Payments to award to Plaintiffs; and (4) the amount of the settlement administration costs to award to the Settlement Administrator.

13. Pending the Final Approval Hearing, all proceedings in this Action, except those proceedings necessary to implement and complete the Settlement and carry out or enforce the terms and conditions of the Settlement Agreement and this Order, and enter the Final Order and Judgment, are stayed.

14. The Court reserves the right to continue the date of the hearing for final approval without further notice to Class Members. However, such notice shall be posted on the website maintained by the Settlement Administrator for the purpose of implementing the Settlement Agreement. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

15. The Court orders the following implementation schedule:

Last day for Defendant to provide the Class Data to the Settlement Administrator	_____ (10 days after entry of the Court's Preliminary Approval Order)
Last day for Settlement Administrator to mail Class Notice to Class Members	_____ (25 days after Defendant provides Class Data to Settlement Administrator)
Response Deadline – Deadline to Submit Objections and Requests for Exclusion	_____ (45 days after Class Notices are mailed)
Last day to file and serve the Motion for Final Approval of Class and Representative Action Settlement	_____, 2026 (16 court days before Final Approval Hearing)
Final Approval Hearing	_____, 2026 at _____ a.m./p.m. in Department 8.

1 16. Should for any reason the Settlement not be finally approved, the fact that the
2 Court certified the Class shall not be admissible or have any bearing on the issue of whether any
3 class should be certified in a non-settlement context. In the event Final Approval is denied, this
4 Order will be null and void. No class will be certified and all other orders contained herein will
5 be null and void, and the Parties shall revert to their respective positions as of before entering into
6 the Settlement Agreement.

7
8 **IT IS SO ORDERED**

9
10
11 DATED: _____

THE HONORABLE STEPHANIE L. JAMIESON
JUDGE OF THE SUPERIOR COURT,
COUNTY OF MERCED

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **November 3, 2025**, I served [X] true copies [] originals of the following document(s):
I served the document(s) on the person(s) below as follows:

Jones Day Elizabeth McRee, Esq. Cindy Ritchey, Esq. Koree B. Wooley Esq. 4655 Executive Drive, Suite 1500 San Diego, CA 92121	Attorneys for Defendant California Fresh Farms, LLC Telephone: (858) 314-1200 Email: kbwooley@jonesday.com critchey@jonesday.com emcree@jonesday.com
MATERN LAW GROUP, PC Matthew J. Matern, Esq. Launa Adolph, Esq. Keyvon Sabourian, Esq. 2101 E El Segundo Blvd., 403 El Segundo, CA 90245	Attorneys for Plaintiff Consuelo Vazquez and Maria Ceballos Telephone No.: 310-531-1900 Facsimile No.: 310-531-1901 Email: KSabourian@maternlawgroup.com emcree@jonesday.com LAdolph@maternlawgroup.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address nguyen@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message, or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **November 3, 2025**, at Long Beach, California.



Tuan Nguyen

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