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on behalf of all others similarly situated, and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MATAUA SALL, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

PEARL CROP, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0006897

[Assigned for all purposes to Hon. Esmeralda
Zendejas, in Dept. 11A]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Mataua Sall ("Plaintiff") for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Vedang J. Patel, David D. Bibiyan, Mataua Sall and Jodey Lawrence, the Class and PAGA
5 Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the proposed
6 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"),
7 and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class
12 Members," "Class Members") for the purpose of settlement only: all persons employed by
13 Defendant Pearl Crop Inc. ("Defendant") in California and classified as non-exempt, hourly-paid
14 employees who worked for Defendant during the period from June 11, 2020 through May 15, 2025
15 ("Class Period").

16 3. The "Aggrieved Employees are defined as all persons employed by Defendant in California
17 and classified as non-exempt, hourly-paid employees who worked for Defendant during the period
18 from June 10, 2023 through the end of the Class Period ("PAGA Period").

19 4. The Court preliminarily appoints the named plaintiff Mataua Sall ("Plaintiff") as Class
20 Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class
21 Counsel.

22 5. The Court preliminarily approves the proposed class settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
24 settlement appears to be within the range of reasonableness of settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
26 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
27 probable outcome of further litigation relating to liability and damages issues. It further appears that
28 extensive and costly investigation and research has been conducted such that counsel for the parties

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 6. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith.

8 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$645,000.00, which is inclusive of: attorneys' fees of up to 35% of the Gross
14 Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to \$225,750.00, in
15 addition to actual costs incurred of up to \$30,000.00; service award of up to \$10,000.00 to Plaintiff;
16 costs of settlement administration of no more than \$8,500.00; and Private Attorneys General Act of
17 2004 ("PAGA") penalties in the amount of \$64,500.00, of which \$48,375.00 (75%) will be paid to
18 the Labor and Workforce Development Agency ("LWDA") and \$16,125.00 (25%) to the Aggrieved
19 Employees.

20 9. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
21 Taxes, which will be paid separately and apart by Defendants on the wages portion of the Gross
22 Settlement Amount.

23 10. "Workweek" shall mean any week during which a Class Member worked for
24 Defendant, for the Class Period, based on hire dates, termination dates, and rehire dates, as
25 applicable.

26 11. Defendant represents that there are no more than 15,000 Workweeks worked during
27 the Class Period. In the event the number of Workweeks worked by Class Members during the
28 Class Period increases by more than 10%, or an additional 1,500 Workweeks, then the Gross

1 Settlement Amount shall be increased proportionally by the Workweeks in excess of 15,000
2 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by
3 dividing the originally agreed-upon Gross Settlement Amount (\$645,000.00) by 15,000, which
4 amounts to a Workweek Value of \$43.00. Thus, for example, should there be 16,500 Workweeks
5 in the Class Period, then the Gross Settlement Amount shall be increased by \$64,500.00 ((16,500
6 Workweeks – 15,000 Workweeks) x \$43.00 per Workweek). Alternatively, Defendant may elect to
7 modify the end date of the Class Period and PAGA Period to the date on which Class Members
8 worked a total of 15,000 Workweeks. Defendant must exercise its option to modify the end date of
9 the Class Period at least 60 days before the first set hearing on Plaintiff’s Motion for Preliminary
10 Approval. Said election may be reflected by declaration testimony, an addendum of the Settlement,
11 or amendment thereto.

12 12. The Court deems Phoenix Class Action Administration Solutions ("Phoenix" or
13 "Settlement Administrator"), the settlement administrator, and preliminarily approves payment of
14 administrative costs, not to exceed \$8,500.00 out of the Gross Settlement Amount for services to be
15 rendered by Apex on behalf of the class.

16 13. Not later than thirty (30) days after the full execution of this Agreement, Defendant
17 will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. “Class
18 Data” means Class Member identifying information in Defendant’s custody, possession, or control,
19 including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone
20 number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire
21 dates, and, if applicable, re-hire date(s) and/or separation date(s).

22 14. To protect Class Members’ privacy rights, the Administrator must maintain the Class
23 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
24 and restrict access to the Class Data to Administrator’s employees who need access to the Class
25 Data to effect and perform under this Agreement.

26 15. Before mailing Class Notices, the Administrator shall update Class Members’ addresses
27 using the National Change of Address database.

28 16. Using best efforts to perform as soon as possible, and in no event later than fourteen

1 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
2 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with
3 Spanish translation.

4 17. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
5 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
6 may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
7 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
8 having been returned undeliverable to the Administrator shall have an additional fifteen (15) days
9 beyond the Response Deadline has expired.

10 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
12 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
13 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
14 representative that reasonably communicates the Class Member’s election to be excluded from the
15 Settlement and includes the Class Member’s name, address, and email address or telephone number.
16 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

17 19. Every Class Member who does not submit a timely and valid Request for Exclusion
18 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
19 bound by all terms and conditions of the Settlement, including the Participating Class Members’
20 Releases under the Agreement, regardless of whether the Participating Class Member actually
21 receives the Class Notice or objects to the Settlement.

22 20. Only Participating Class Members may object to the class action components of the
23 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
24 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
25 and/or Class Representative Service Payment. Participating Class Members may send written
26 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
27 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
28 Hearing. A Participating Class Member who elects to send a written objection to the Administrator

1 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
2 additional 15 days for Class Members whose Class Notice was re-mailed).

3 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
4 Request for Exclusion will control, and the Objection will be disregarded.

5 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
6 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
7 number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the
8 Class Notice. The Class Member may challenge the allocation by communicating with the
9 Administrator via mail.

10 23. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
11 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
12 Administrator no later than 7 days after the Effective Date.

13 24. For any Class Member whose Individual Class Payment check or Individual PAGA
14 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
15 the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
16 Aid at Work, for use in any county in need in California.

17 25. All papers filed in support of final approval, including supporting documents for
18 attorneys' fees and costs, shall be filed by _____.

19 26. A Final Approval Hearing shall be held with the Court on _____
20 at ____:____.m in Department 11A of the above-entitled Court to determine: (1) whether the
21 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
22 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
23 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
24 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

Judge of the Superior Court