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25 GREENVIEW FARMING, INC. and
26 ILLUME AGRICULTURE, LLC

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28
SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF KERN—METROPOLITAN DIVISION

JORGE DIAZ, and JOSE FIDEL CELIO,

Plaintiffs,

vs.

GREENVIEW FARMING, INC.; ILLUME
AGRICULTURE, LLC; and DOES 1-50,

Defendants.

FILED
KERN COUNTY SUPERIOR COURT
03/14/2023

BY Evans, Gricelda
DEPUTY

Case No. BCV-21-101000-TSC

**JOINT STIPULATION TO APPROVE
SUPPLEMENTAL NOTICE BY
PUBLICATION AND INCREASE
SETTLEMENT ADMINISTRATION
COSTS**

Dept.: 17
Judge: Hon. Thomas S. Clark

Complaint Filed: May 3, 2021
Trial Date: None

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1 TO THE HONORABLE COURT, ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF
2 RECORD:

3 Plaintiffs JORGE DIAZ and JOSE FIDEL CELIO (collectively, “Plaintiffs”) and Defendants
4 GREENVIEW FARMING, INC. and ILLUME AGRICULTURE, LLC (collectively, “Defendants”),
5 by and through their respective counsel of record, hereby enter into the following *Joint Stipulation*
6 *to Approve Supplemental Notice by Publication and to Increase Settlement Administration Costs*
7 (“Joint Stipulation”), as follows:

8 WHEREAS, on or around January 31, 2023, Plaintiffs and Defendants (collectively, the
9 “Parties”) entered into their *Class Action and PAGA Settlement* (the “Settlement Agreement” or
10 “Settlement”) in this action;

11 WHEREAS, on February 2, 2023, Plaintiffs filed with this Court and served on Defendants
12 their *Motion for: (1) Preliminary Approval of Class Action Settlement; (2) Approval of Notice to*
13 *Class Members and Related Materials; (3) Approval of Settlement Administrator; and (4) Setting*
14 *Hearing for Final Approval of Settlement* (“Motion for Preliminary Approval”);

15 WHEREAS, on February 23, 2023, Defendants informed Plaintiffs that while they were in
16 the process of gathering the information of the potential class members to provide to the Settlement
17 Administrator, as required by the Settlement Agreement, Defendants learned that of the approximate
18 4,364 potential class members, Defendants did not have on hand an address and/or a Social Security
19 number for a large number of potential class members;

20 WHEREAS, on March 2, 2023, the Court held a hearing on the Motion for Preliminary
21 Approval, at which time, the Parties informed the Court of the above-referenced unforeseen issue;

22 WHEREAS, on March 2, 2023, the Court issued a Minute Order approving Plaintiffs’
23 Motion for Preliminary Approval and directing the Parties to file this Joint Stipulation;

24 WHEREAS, pursuant to California Rule of Court 3.776(f), the Court has the authority and
25 discretion to order notice by publication, broadcasting, or other means “reasonably calculated to
26 apprise the class members of the pendency of the action” where it appears that it will not be possible
27 to notify all members personally;

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1 WHEREAS, with respect to those class members for whom Defendants were unable to locate
2 address and/or Social Security number information, the Parties wish to provide additional notice
3 through publication in the USA Today, a nationwide newspaper, and have come to an agreement as
4 to the specific language that the Parties propose to use, which is attached hereto as **Exhibit “B”** (the
5 “Publication Notice”);

6 WHEREAS, the Parties have agreed to run the Publication Notice in the USA Today, an
7 English language daily newspaper that reaches over 44 million unduplicated consumers via print,
8 online, mobile, and tablet, every Friday for six (6) consecutive weeks;

9 WHEREAS, class members who received notice by publication will have 45 days from the
10 last Friday on which the Publication Notice is published to object or request exclusion from the
11 Settlement;

12 WHEREAS, with respect to those class members for whom Defendants were able to locate
13 address and Social Security number information, the Parties wish to provide notice by mailing to
14 each of them the amended Class Notice in substantially the form attached hereto as **Exhibit “A”**;

15 WHEREAS, Phoenix Class Action Solution Inc. (“Phoenix” or “Settlement Administrator”),
16 the designated Settlement Administrator, has provided an updated bid of \$50,000.00 to administer
17 the Settlement, which takes into account the additional costs associated with providing notice by
18 publication, which it anticipates will be \$20,000; a true and correct copy of Phoenix’s updated bid is
19 attached hereto as **Exhibit “C”**;

20 WHEREAS, in light of the foregoing updated bid from Phoenix, Plaintiffs have agreed to
21 updating and increasing the Administrative Expenses (as defined in the Settlement Agreement) by
22 \$5,000.00, i.e., from \$30,000.00 to \$35,000.00, with Defendants paying the remaining \$15,000.00
23 to Phoenix, in addition to the Gross Settlement Amount (as defined in the Settlement Agreement) of
24 \$365,000.00;

25 WHEREAS, in light of the foregoing, the Parties have amended the [Proposed] Order: (1)
26 Granting Preliminary Approval of Settlement Class and Preliminary Approval of Settlement; (2)
27 Approving Class Notice and Related Materials; (3) Appointing Settlement Administrator; and (4)
28 Setting Final Approval Hearing (the “Proposed Order Granting Preliminary Approval”). A true and

1 correct copy of the Amended Proposed Order Granting Preliminary Approval of the Settlement is
2 attached hereto as **Exhibit “D”**;

3 NOW, THEREFORE, IT IS HEREBY STIPULATED to, by and between Plaintiffs and
4 Defendants, through their respective counsel of record, as follows:

5 1. That with respect to those Class Members (as defined in the Settlement Agreement)
6 for whom Defendants were unable to locate a Social Security number and/or address information,
7 the Settlement Administrator is to provide supplemental notice by publication by publishing the
8 Publication Notice in substantially the form attached hereto as Exhibit “B” in the USA Today every
9 Friday for six (6) consecutive weeks;

10 2. That with respect to those Class Members (as defined in the Settlement Agreement)
11 for whom Defendants were able to locate a Social Security number and address information, the
12 Settlement Administrator is to provide notice by mailing to each of them the amended Class Notice
13 in substantially the form attached hereto as Exhibit “A”; and

14 3. That the Administrative Expenses (as defined in the Settlement Agreement) be
15 updated and increased from \$30,000.00 to \$35,000.00, such that Defendants are required to pay the
16 remaining outstanding balance of Phoenix’s updated bid in an amount not to exceed \$15,000.00.

17 IT IS SO STIPULATED.

18 Dated: March 10, 2023

EMPLOYMENT RIGHTS LAW
GROUP, APC
LAW OFFICES OF FARRAH
MIRABEL

21 By: 

22 Farrah Mirabel
23 Amir H. Seyedfarshi,
24 Attorney for Plaintiffs Jorge Diaz and
25 Jose Fidel Celio

26 Dated: March 10, 2023

BELDEN BLAINE RAYTIS, LLP

27 By: 

28 JAZMINE FLORES,
Attorneys for Defendants Greenview
Farming, Inc. and Illume Agriculture,
LLC

1 ~~[PROPOSED]~~ ORDER

2 The Court, having reviewed and considered the *Joint Stipulation to Approve Supplemental*
3 *Notice by Publication and to Increase Settlement Administration Costs* (the “Joint Stipulation”),
4 submitted by Plaintiffs Jorge Diaz and Jose Fidel Celio (collectively, “Plaintiffs”) and Defendants
5 Greenview Farming, Inc. and Illume Agriculture, LLC (collectively, “Defendants”), and for GOOD
6 CAUSE shown, HEREBY ORDERS as follows:

7 1. The Joint Stipulation of Plaintiffs and Defendants (collectively, the “Parties”) is
8 GRANTED;

9 2. The Parties’ request to provide supplemental notice by publication is GRANTED;

10 3. The Settlement Administrator is directed to arrange to have the Publication Notice
11 that is attached to the Joint Stipulation as Exhibit “B” published in the USA Today every Friday for
12 six (6) consecutive weeks, as also set forth in the Court’s *Order: (1) Granting Preliminary Approval*
13 *of Settlement Class and Preliminary Approval of Settlement; (2) Approving Class Notice and Related*
14 *Materials; (3) Appointing Settlement Administrator; and (4) Setting Final Approval Hearing* (the
15 “Preliminary Approval Order”);

16 4. The Class Members (as defined in the Settlement Agreement) for whom Defendants
17 were unable to locate a Social Security number and/or address information will have 45 days from
18 the last Friday on which the Publication Notice is published in the USA Today to object to the
19 Settlement or to request exclusion from the Settlement;

20 5. The amended Class Notice in substantially the form attached to the Joint Stipulation
21 as Exhibit “A” is APPROVED, as to form and content, as also set forth in the Court’s Preliminary
22 Approval Order;

23 6. The Settlement Administrator is directed to mail the amended Class Notice in
24 substantially the form attached to the Joint Stipulation as Exhibit “B” to all Class Members (as defined
25 in the Settlement Agreement) for whom Defendants were able to locate a Social Security number and
26 address information, as set forth in the Court’s Preliminary Approval Order;

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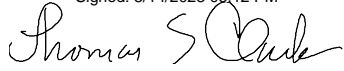
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1 7. Given the increased costs to administer the Settlement including, but not limited to
2 publishing the Publication Notice, the Parties' request to increase the Administrative Expenses (as
3 defined in the Settlement Agreement) from up to \$30,000.00 to up to \$35,000.00 is GRANTED,
4 with the actual costs to be approved at the final approval stage; and,

5 8. Defendant is ordered to pay the remaining cost of publishing the Publication Notice,
6 which shall not exceed \$15,000.00, upon completion of the publication of the Publication Notice by
7 the Settlement Administrator as provided herein.

8 IT IS SO ORDERED.

9
10
11 Dated: 03/14/2023

Signed: 3/14/2023 05:12 PM


HON. THOMAS S. CLARK
Judge of the Superior Court

EXHIBIT “A”

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

**Jorge Diaz and Jose Fidel Celio v. Greenview Farming, Inc and Illume Agriculture, LLC
Case No. BCV-21-101000**

TO: *All individuals who are or were employed by Greenview Farming, Inc. (“Greenview”) as a non-exempt employee or in a similar position at Illume Agriculture, LLC (“Illume”) in the State of California at any time during the period from May 3, 2017 through the date of preliminary approval, and worked at least one shift in California for or on behalf of Greenview at Illume from May 3, 2017 through the date of preliminary approval (“Class Members”).*

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

A proposed settlement (“Settlement”) of the above-captioned putative class action (“Action”) filed in the Kern County Superior Court (“the Court”) has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. The Settlement has been reached on behalf of a proposed Class, defined as: All individuals who are or were employed by Greenview Farming, Inc. as a non-exempt employee or in a similar position at Illume Agriculture, LLC in the State of California at any time during the period from May 3, 2017 through the date of preliminary approval (“Class Period”), and worked at least one shift in California for or on behalf of Greenview at Illume during the Class Period.

You have received this notice packet because Greenview’s records indicate that you worked at least one shift in California for or on behalf of Greenview as a non-exempt employee or in a similar position at Illume during the Class Period. The purpose of this notice is to explain the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If finally approved, the proposed Settlement will resolve the Action filed against Greenview and Illume (collectively, “Defendants”), alleging claims for allegedly: (1) failing to pay minimum wages and pay for all wages earned; (2) failing to pay overtime; (3) failing to provide off-duty meal periods to and/or pay meal period premiums; (4) failing to provide off-duty rest periods to and/or pay rest period premiums (5) failing to provide complete/accurate wage statements; (6) failing to pay all wages due upon termination; (7) failing to provide timely wages; (8) failing to pay for sick days (9) failing to pay all wages earned upon separation; (10) failing to keep all records; (11) failing to maintain accurate payroll records; (12) failing to reimburse business expenses; (13) failing to pay equal pay for substantially equal or similar work; (14) unfair business practices and unfair competition; (15) civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (as amended), California Labor Code §§ 2698 *et seq.* (“PAGA”) and (16) derivative penalties including those pursuant to PAGA.

Greenview and Illume deny all the allegations made in the Action, and they contend that they have complied at all times with California law and federal law. The Settlement is not an admission of

any wrongdoing by Greenview and/or Illume nor an indication that any law was violated. No court has ruled on the merits of the claims asserted in the Action. This means that there has been no finding by a court that Greenview Farming, Inc. and Illume Agriculture, LLC engaged in any wrongdoing, or that employees were not paid fully and lawfully.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you do nothing you will receive a share of the settlement amount, and you will release the claims described in Section V below.

I. INTRODUCTION

This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL” (“NOTICE”) is to inform you of the Settlement of this Action and your legal rights under the Class Action and PAGA Settlement (the “Settlement Agreement”).

The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent to you because you may be a Settlement Class Member entitled to money under the Settlement and because the Settlement affects your legal rights.

II. DESCRIPTION OF THE LAWSUIT

A. Summary of Litigation

On May 17, 2021, a class action complaint was filed by Jorge Diaz and Jose Fidel Celio (collectively, “Plaintiffs”) against Defendants in the Kern County Superior Court, Case No. BCV-21-101000, on behalf of themselves and all others similarly situated. After an exchange of relevant information, the Parties agreed to participate in private mediation before a mediator to try to resolve the claims alleged in the Action. On November 15, 2022, the Parties attended a mediation session with an experienced employment law mediator, Kelly Knight, Esq. The Parties reached an agreement to resolve the wage and hour class and PAGA representative claims alleged in the Action that is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

B. Position of the Parties

The Court has not ruled on the merits of Plaintiffs’ claims. The Court has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this Action if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendants and Plaintiffs have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms memorialized in the Settlement Agreement on file with the Court, and whose terms are generally summarized in this Notice. After Defendants provided formal and informal discovery and information to counsel for the Class Members, the Settlement was reached after arms-length non-collusive negotiations between the parties, including mediation. In these negotiations, both sides recognized the

uncertainty and risk of further litigation and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims alleged in the Action.

1. Defendants have denied and continue to deny each of the allegations in the Action and the operative Complaint, and any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or the operative Complaint, and have asserted various defenses to these claims and allegations. Defendants contend that they have complied at all times with California law and federal law and with all of their legal obligations to the Class Members and all of the Class Members have been compensated in compliance with applicable law. Neither the Settlement nor any action taken to carry out the Settlement mean that Defendants admit any fault, wrongdoing, or liability whatsoever. To the contrary, Defendants deny all fault, wrongdoing, and liability. Although Defendants believe that they have meritorious defenses to the allegations and claims in the Action and the operative Complaint, Defendants have concluded that further litigation would be protracted and expensive for all parties, and would also divert resources and management and employee time. Defendants have agreed to settle this Action in the manner and upon the terms set forth in the Settlement Agreement to put to rest all claims that are or could have been asserted against them in the Action.
2. The Plaintiffs and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

C. Preliminary Approval of the Settlement

Under this Settlement, the following Settlement Class will be certified under California law:

All individuals who are or were employed by Greenview Farming, Inc. as a non-exempt employee or in a similar position at Illume Agriculture, LLC in California at any time during the period from May 3, 2017 through the date of preliminary approval and worked at least one shift in California for or on behalf of Greenview at Illume from May 3, 2017 through the date of preliminary approval (“Class Members”).

Plaintiffs Jorge Diaz and Jose Fidel Celio and their counsel, Farrah Mirabel, Esq. of Law Offices of Farrah Mirabel, PC and Amir Seyedfarshi, Esq. of Employment Rights Law Group, APC, (“Class Counsel”), believe that the Settlement described below is fair, adequate, reasonable and in the best interests of Plaintiffs and the Class.

On March 2, 2023, the Court preliminarily approved the Settlement and conditionally certified the Settlement Class. This Notice is being sent to you because Greenview’s records indicate that you were employed by Greenview as a non-exempt employee or in a similar position at Illume during the Class Period.

IF YOU ARE STILL EMPLOYED BY DEFENDANTS, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

Defendants will not take adverse action against or otherwise target, retaliate, or discriminate against

any Class Member because of the Class Member's participation or decision not to participate in this Settlement.

III. TERMS OF THE SETTLEMENT

In exchange for the release of claims against them and final judgment on the Action, Defendants have agreed to pay an amount not to exceed \$365,000.00 (the "Gross Settlement Amount") to fully and finally resolve all the claims that were alleged or could have been alleged in Plaintiffs' Action and the operative Complaint, as further described below. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Class Action Solution Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$35,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs. Defendants will pay up to \$15,000.00 in addition of the Gross Settlement Amount for the cost of the notice by publication in the USA Today.

Attorneys' Fees and Expenses. Class Counsel – which includes attorneys from Law Offices of Farrah Mirabel, P.C., and Employment Rights Law Group, APC – who have been prosecuting Plaintiff's Action on behalf of Plaintiffs and the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the parties have aggressively litigated many aspects of the Action including settlement efforts and a full day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will collectively ask for fees of 35% (*i.e.*, \$127,750.00) of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in Plaintiffs' Action. Class Counsel also will ask for reimbursement for the actual costs Class Counsel incurred in connection with Plaintiffs' Action in an amount up to \$15,000.00, which will be paid from the Gross Settlement Amount.

Service Payment to Named Plaintiffs and Class Representatives. Class Counsel will ask the Court to award Named Plaintiffs and Class Representatives Jorge Diaz and Jose Fidel Celio an Incentive Award up to \$10,000.00 for each named Plaintiff, for a maximum aggregate total of \$20,000.00, which will be paid from the Gross Settlement Amount, for their efforts and risks provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

PAGA Payment. Class Counsel will ask the Court to approve a PAGA penalty allocation of \$18,250.00 from the Gross Settlement Amount, 75% of which shall be paid the State of California and 25% of which shall be distributed to certain individuals in the Class who worked for Defendants from April 1, 2020, through the Preliminary Approval Date ("PAGA Period"). These payments are being made pursuant to California's the Private Attorney Generals Act.

Net Settlement Amount. After deducting the amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount for distribution pro rata to the Class Members.

You can view the Settlement Agreement and other Court documents related to this Action by visiting [XXXXXXX](#).

IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT

Each Class Participant (a Class Member who does not timely opt-out of the Settlement) shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of workweeks worked by the Class Members during the Class Period as a proportion of all workweeks by all Class Members. For purposes of this calculation, a workweek means a workweek during the Class Period where a Class Member worked for Greenview at Illume in California in a non-exempt job position. If any Class Member opts-out of the Settlement, his/her share will be distributed to Class Participants. The 25% of the PAGA Payment for Class Members who worked during the PAGA Period will be distributed to the Class Members pro rata based on pay periods worked during the PAGA Period. These amounts shall be in addition to the Individual Settlement Portions described above. Since PAGA penalties are claims owned by the State of California, there shall be no right to opt-out of the PAGA Payment portion of the Settlement.

Twenty Percent (20%) of each Individual Settlement Amount shall constitute wages subject to withholdings (and each Class Participant will be issued a Form W-2 for such payment to him or her); Eighty-Five Percent (80%) of each Individual Settlement Amount shall constitute penalties, liquidated damages, and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Class Participants are solely responsible for, and will hold the Released Parties (defined below) harmless from any claim arising from any and all tax liability accruing from the receipt of these settlement payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Greenview at Illume in California in a non-exempt job position during the Class Period will be calculated based on Greenview's records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before [\[insert date\]](#) with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited, if any. The Settlement Administrator will make the final decision as to how many workweeks are credited, if any, and report the outcome to the Class Participant.

You can view the final approval order and final judgment and payment schedule [at www.XX.com/XXXXXXX](#).

V. THE RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, the Court will enter judgment and the Settlement Agreement will bind all members of the Settlement Class who have not timely opted out of the Settlement, and will bar all Class Members from bringing any of the Released Claims against

Defendants or any of the Released Parties as described below.

Upon the date Defendants fund the Gross Settlement Amount, each Settlement Class Member who has not submitted a timely Opt-Out request, shall fully release and forever discharge the Released Parties from any and all Released Claims during the Class Period.

“Released Claims” shall mean any and all claims, debts, liabilities, demands, obligations, actions, causes of action, guarantees, liens, promises, penalties, costs, expenses, interest, restitution, attorneys’ fees and costs, losses, damages, liquidated damages, punitive damages, equitable relief, or complaints of whatever kind or nature, whether known or unknown, contingent or accrued, asserted or unasserted, patent or latent, against Defendants or the Released Parties (defined below) or any of them, under any state, municipal or federal law, statute, ordinance, regulation, order or common law principle or theory, arising out of or related to the claims, causes of action, and/or allegations set forth in the Action, the Complaint and/or Plaintiffs’ PAGA notice to the LWDA including, but not limited to: (1) for failure to provide rest breaks and/or pay rest break premiums in accordance with applicable law including, but not limited to, Labor Code Sections 226.7, 512 and/or 1198, and/or the Applicable Wage Orders; (2) for failure to provide meal periods and/or pay meal period premiums in accordance with applicable law including, but not limited to, Labor Code Sections 226.7, 512, and/or 1198 and/or the Applicable Wage Orders; (3) for failure to pay overtime wages in accordance with applicable law including, but not limited to, Labor Code Sections 510 and/or 1194 and/or the Applicable Wage Orders; (4) for failure to pay for sick leave in accordance with applicable law including, but not limited to, Labor Code Section 246; (5) for failure to pay minimum wages in accordance with applicable law including, but not limited to, Labor Code Sections 204, 1194, and/or 1197 and/or the Applicable Wage Orders; (6) for failure to pay all wages earned in accordance with applicable law including, but not limited to, Labor Code Sections 204, 1194, and/or 1197 and/or the Applicable Wage Orders; (7) for failure to maintain accurate employment records in accordance with applicable law including, but not limited to, Labor Code Sections 226, 1174, and/or 1198.5 and the Applicable Wage Orders; (8) for failure to provide accurate wage statements in accordance with applicable law including, but not limited to, Labor Code Section 226 and/or the Applicable Wage Orders; (9) for failure to pay wages upon separation in accordance with applicable law including, but not limited to, Labor Code Sections 201, 202, and/or 203; (10) for waiting time penalties; (11) for failure to reimburse business expenses in accordance with applicable law including, but not limited to, Labor Code Sections 2802 and/or 2804; (12) for failure to pay equal pay for substantially equal or similar work in accordance with the California Fair Pay Act, Labor Code Sections 1197.5 and 1199.5; (13) for unfair competition and/or deceptive, fraudulent, or otherwise unlawful business practices in violation of California’s Unfair Competition Law, Business and Professions Code Sections 17200, *et seq.*; (14) penalties pursuant to the PAGA; (15) all other statutory penalties, including those recoverable under the California Unfair Competition Act, and in particular, California Business and Professions Code Sections 17200, *et seq.*; the California Code of Civil Procedure Section 1021.5; and any other provision of the California Labor Code, including but not limited to Labor Code Sections 2698, *et seq.*, or any Applicable Wage Orders, in all their iterations; (16) all claims, causes of action, theories of liability and allegations that were alleged in the Action or that could have been alleged in this action based on the facts, legal theories, or causes of action alleged in the Action; and (17) any and all other claims rights, demands, liabilities, penalties, causes of action, or related claims for liquidated damages, fees, penalties, attorneys’ fees, costs, expenses, and/or interest based on the foregoing or with respect hereto or resulting from the foregoing. The Release Period shall be the Class Period.

“Released Parties” shall mean and refer to Greenview Farming, Inc. and Illume Agriculture, LLC and all of their respective former, present, and/or future, direct or indirect, employees, managers, supervisors, officers, directors, owners, members, agents, partners, managers, representatives, administrators, fiduciaries, trustees, insurers, attorneys, assigns, benefit plans, parent companies, subsidiaries, affiliates, shareholders, predecessors, and/or successors in interest, and related entities; and any individual or entity which could be jointly liable with any of the foregoing. Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

VI. WHAT ARE YOUR OPTIONS?

A. Do Nothing and Receive Your Portion of the Settlement

You are automatically included as a Class Participant and will receive a Settlement payment and do not have to take any further action to receive your Settlement payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a Settlement payment. The estimated amount of your Settlement payment if you do nothing is included on the attached Share Form.

B. Opt-Out and Be Excluded from the Class and the Settlement Except for the PAGA Component of the Settlement

If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a timely and valid written request for exclusion in the form of a letter or postcard postmarked no later than **[insert date]**. If you exclude yourself from the Settlement, you will no longer be a Class Member and will not receive payment of any Individual Settlement Amount.

The request for exclusion must contain (1) your name, address, and telephone number; (2) your signature; (3) the case name and number (*Jorge Diaz and Jose Fidel Celio v. Greenview Farming, Inc and Illume Agriculture, LLC*, Case No. BCV-21-101000); and (4) the following language:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE JORGE DIAZ AND JOSE FIDEL CELIO V. GREENVIEW FARMING, INC. AND ILLUME AGRICULTURE, LLC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS

SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

To be timely, the request for exclusion must be mailed directly to the Settlement Administrator at the following address, and **be postmarked no later than [Insert opt-out date]**:

[Insert ADDRESS]

Requests for exclusion that are postmarked after the Response Deadline above will not be accepted.

Class Members who worked during the PAGA period do not have a right to opt-out, object or otherwise exclude themselves from the PAGA portion of the Settlement and will be covered by the release of claims for civil penalties under the PAGA summarized in section V, above.

A Class Member, other than a Class Member that worked during the PAGA Period, who submits a valid and timely opt-out request form, or request for exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, and shall be barred from participating in any portion of the Settlement. A Class Member who worked during the PAGA Period and who submits a valid and timely opt-out request form, or request for exclusion from the Class Action Settlement will still receive his or her pro-rata portion of the PAGA Payment. If you want confirmation of receipt of your Opt-Out or request for exclusion, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

C. Object to the Settlement

Class Members who have not requested to be excluded from the Settlement also have the right to object to the terms of the Settlement. The court will consider any and all objections lodged up to the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Settlement, you must submit a written objection to the Settlement Administrator, at **[Insert ADDRESS]**, and **be postmarked no later than [Insert deadline]** and must file with the Court, and serve on all parties a written statement of objection. Only Class Participants may object to the Settlement. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If you also wish to appear at the Final Approval and Fairness Hearing, in person or through an attorney, you need not file a notice of intention to appear at the same time as the objection is filed. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object.

D. Your Right to Appear at the Final Approval and Fairness Hearing Through an Attorney or In Person

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for August 16, 2023, at 8:30 a.m. in Department 17 of the Superior Court of California, County of Kern, Hall of Justice, located at 1415 Truxtun Avenue, Bakersfield, California 93301. You can find the Final Approval Hearing on the Court's online calendar: <https://www.kern.courts.ca.gov>. You have the right to appear either in person or through your own attorney at this hearing at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [Insert DATE Mailing]. All objections or other correspondence must state the name and number of the case, which is JORGE DIAZ and JOSE FIDEL CELIO V. GREENVIEW FARMING, INC. and ILLUME AGRICULTURE, LLC, Case No. BCV-21-101000.

VII. UPDATE FOR YOUR CHANGE OF ADDRESS

If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address portion of the attached Share Form and mail it to the Settlement Administrator, Phoenix Class Action Solution Inc. at [REDACTED], as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

VIII. IF THE CLASS ACTION AND PAGA SETTLEMENT IS NOT APPROVED

If the Class Action and PAGA Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional Settlement will be voided, no money will be paid, and the Action will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this Settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

IX. QUESTIONS OR COMMENTS?

This Notice of Proposed Class Action Settlement is a summary of the basic terms of the Settlement. For the precise terms and conditions, of the Settlement, you may review the detailed Settlement Agreement on file with the Clerk of the Court. The pleadings and other records in this Action may be examined by contacting the Office of the Clerk of the Superior Court of California, County of Kern to schedule an appointment during regular business hours of each court day. The Office of the Clerk is located at Department 17 of the Superior Court of California, County of Kern, located at 1415 Truxtun Avenue, Bakersfield, California 93301. The case file may also be viewed online at the court's website at <https://www.kern.courts.ca.gov>. In addition, the key Settlement documents may be viewed on the website established by the Settlement Administrator at [http://www.\[REDACTED\]](http://www.[REDACTED]).

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: [REDACTED] or by e-mail at [REDACTED]. You may also contact Class Counsel at the address or phone numbers listed below.

THE ATTORNEYS REPRESENTING THE CLASS MEMBERS ARE:

LAW OFFICES OF FARRAH MIRABEL, PC

Farrah Mirabel, Esq.

fmesq@fmirabel.com

1070 Stradella Rd.

Los Angeles, CA 90077

Telephone: (714) 972-0707

Fax: (949) 417-1796

EMPLOYMENT RIGHTS LAW GROUP, APC

Amir Seyedfarshi, Esq.

amir@employmentrightslawgroup.com

6380 Wilshire Blvd., Suite 1602

Los Angeles, California 90048

Telephone: (424) 777-0964

THE ATTORNEYS REPRESENTING DEFENDANTS ARE:

BELDEN BLAINE RAYTIS, LLP

T. Scott Belden, Esq.

scott@bbr.law

Jazmine Flores, Esq.

jazmine@bbr.law

5016 California Avenue, Suite 3

Bakersfield, California 93309

Telephone: (661) 864-7826

EXHIBIT “B”

1 **EXHIBIT “B”**

2 **TEXT OF PUBLICATION NOTICE TO BE PUBLISHED IN USA TODAY**

3
4 If you worked for Greenview Farming, Inc. as an hourly, non-exempt employee at
5 Illume Agriculture, LLC in the State of California at any time between May 3, 2017
and March 2, 2023, you may be entitled to money from a class action settlement.

6 A proposed settlement of the action titled, *Jorge Diaz and Jose Fidel Celio v.*
7 *Greenview Farming, Inc. and Illume Agriculture, LLC*, has been reached on behalf
8 of the following proposed class and has been granted preliminary approval by the
9 Kern County Superior Court supervising this action: All individuals who are or were
employed by Greenview Farming, Inc. as a non-exempt employee or in a similar
position at Illume Agriculture, LLC in the State of California at any time during the
period from May 3, 2017 through March 2, 2023.

10 Please call Phoenix Class Action Solution Inc. at [Insert Telephone Number] or email
11 [Insert Email Address] for more information.

12 If you do not claim your portion of the class action settlement, it will be distributed
13 to the California Unclaimed Property Fund.

14 This is only a summary, more information, including the Class Notice, can also be
15 found at [Insert Website].

EXHIBIT “C”



CASE ASSUMPTIONS

| | |
|-----------------------|-------------|
| Class Members | 4,850 |
| Opt Out Rate | 1% |
| Opt Outs Received | 49 |
| Total Class Claimants | 4,802 |
| Subtotal Admin Only | \$50,000.00 |

Not-to-Exceed Total \$50,000.00

For 4850 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

March 1, 2023

Case: Greenview Opt-Out Admin wTranslation wPublication USA Today

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Amir Seyedfarshi

Firm: Employment Rights Group

Contact Number: 646-404-3910

Email: Amir@employmentrightsgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 4850 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks: | Rate | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager | \$100.00 | 3 | \$300.00 |
| Programming Database & Setup | \$100.00 | 3 | \$300.00 |
| Toll Free Setup* | \$152.38 | 1 | \$152.38 |
| Call Center & Long Distance | \$2.00 | 16 | \$32.00 |
| NCOA (USPS) | \$250.00 | 1 | \$250.00 |
| Total | | | \$1,034.38 |

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

| Project Action | Rate | Hours/Units | Line Item Estimate |
|--|------------|-------------|--------------------|
| Notice Packet Formatting | \$100.00 | 2 | \$200.00 |
| Data Merge & Duplication Scrub | \$0.50 | 4,850 | \$2,425.00 |
| Notice Packet & Opt-Out Form | \$0.95 | 4,850 | \$4,607.50 |
| Estimated Postage (up to 2 oz.)* | \$0.84 | 4,850 | \$4,074.00 |
| Static Website | \$250.00 | 1 | \$250.00 |
| Language Translation | \$1,000.00 | 1 | \$1,000.00 |
| Setup Publication USA Today Nationwide | \$5,000.00 | 4 | \$20,000.00 |
| Print and Online (4 Fridays) | | | |
| Total | | | \$32,556.50 |

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate | \$55.00 | 3 | \$165.00 |
| Skip Tracing Undeliverables | \$1.50 | 728 | \$1,091.25 |
| Remail Notice Packets | \$0.95 | 728 | \$691.13 |
| Estimated Postage | \$0.84 | 728 | \$611.10 |
| Programming Undeliverables | \$50.00 | 2 | \$100.00 |
| Total | | | \$2,658.48 |

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database | \$135.00 | 2 | \$270.00 |
| Non Opt-Out Processing | \$200.00 | 1 | \$200.00 |
| Case Associate | \$55.00 | 3 | \$165.00 |
| Opt-Outs/Deficiency/Dispute Letters | \$10.00 | 3 | \$30.00 |
| Case Manager | \$85.00 | 3 | \$255.00 |
| Total | | | \$920.00 |

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|----------------------------|----------|-------------|--------------------|
| Programming Calculations | \$135.00 | 2 | \$270.00 |
| Disbursement Review | \$135.00 | 2 | \$270.00 |
| Programming Manager | \$100.00 | 2 | \$200.00 |
| QSF Bank Account & EIN | \$100.00 | 2 | \$200.00 |
| Check Run Setup & Printing | \$125.00 | 3 | \$375.00 |
| Mail Class Checks * | \$0.95 | 4,802 | \$4,561.43 |
| Estimated Postage | \$0.61 | 4,802 | \$2,928.92 |
| Total | | | \$8,805.34 |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations | | | |
|--|------------|-------------|--------------------|
| Project Action: | Rate | Hours/Units | Line Item Estimate |
| Case Supervisor | \$125.00 | 3 | \$375.00 |
| Remail Undeliverable Checks (Postage Included) | \$2.00 | 480 | \$960.30 |
| Case Associate | \$55.00 | 4 | \$220.00 |
| Reconcile Uncashed Checks | \$85.00 | 2 | \$170.00 |
| Conclusion Reports | \$100.00 | 2 | \$200.00 |
| Case Manager Conclusion | \$85.00 | 2 | \$170.00 |
| Final Reporting & Declarations | \$115.00 | 2 | \$230.00 |
| IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included) | \$1,400.00 | 1 | \$1,400.00 |
| Check to Cy-Pres | \$150.00 | 1 | Included |
| Uncashed Checks to the State of California Controllers Office Estimated <u>9</u> Total Class Members | \$300.00 | 1 | \$300.00 |
| Total | | | \$4,025.30 |

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$50,000.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “D”

1 **LAW OFFICES OF FARRAH MIRABEL**

2 Farrah Mirabel (SBN 162933)
3 fmesq@fmirabel.com
4 1070 Stradella Road
5 Los Angeles, California 90077
6 Telephone: (714) 972-0707

7 **EMPLOYMENT RIGHTS LAW GROUP, APC.**

8 Amir H. Seyedfarshi, CA Bar No. 301656
9 amir@employmentrightslawgroup.com
6380 Wilshire Blvd., Suite 1602
Los Angeles, California 90048
Telephone: (424) 777-0964

Attorneys for Plaintiffs, JORGE DIAZ, JOSE FIDEL CELIO

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF KERN**

12 JORGE DIAZ, and JOSE FIDEL CELIO,

13 Plaintiffs,

14 vs.

15 Greenview Farming, Inc.; Illume Agriculture,
16 LLC; D & J Farm Management, a business
organization, form unknown; and DOES 1-50,

17 Defendants.

Case No.: BCV-21-101000

Dept: 17, Hon. Thomas S. Clark

[PROPOSED] ORDER:

- 18 (1) **GRANTING CONDITIONAL**
- 19 **CERTIFICATION OF SETTLEMENT**
- 20 **CLASS AND PRELIMINARY**
- 21 **APPROVAL OF SETTLEMENT;**
- 22 (2) **APPROVING CLASS NOTICE AND**
- 23 **RELATED MATERIALS;**
- 24 (3) **APPOINTING SETTLEMENT**
- 25 **ADMINISTRATOR; AND**
- 26 (4) **SCHEDULING FINAL APPROVAL**
- 27 **HEARING**

28 Date: March 2, 2023

Time: 8:30 am

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on
3 March 2, 2023 at 8:30 am in Department 17, located at 1415 Truxtun Ave, Bakersfield, CA 93301. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms and conditions set forth in the Class Action and PAGA Settlement (“Settlement
8 Agreement” or “Settlement”) attached to the Declarations of Amir Seyedfarshi and Farrah Mirabel, and
9 the parties’ Joint Stipulation to Approve Supplemental Notice by Publication and Increase Settlement
10 Administration Costs (“Joint Stipulation”). All terms and conditions used herein shall have the same
11 meaning as defined under the Settlement Agreement. The settlement set forth in the Settlement
12 Agreement appears to be fair, adequate, and reasonable to the Settlement Class.

13 2. The Settlement, including the \$365,000.00 Gross Settlement Amount, falls within the
14 range of reasonableness and appears to be presumptively valid, pursuant to California Code of Civil
15 Procedure § 382 and applicable law, subject only to any objections that may be raised at the final
16 fairness hearing and final approval by this Court. The Court finds on a preliminary basis that: (1) the
17 settlement amount is fair and reasonable to the Class Members when balanced against the probable
18 outcome of further litigation relating to class certification, liability and damages issues, and potential
19 appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted
20 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
21 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
22 further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
23 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-
24 respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement
25 Agreement was entered into in good faith.

26 3. A final fairness hearing on the question of whether the proposed Settlement, Class
27 Attorney Fees and Expenses to Class Counsel, Administrative Expenses, and the Class Representatives’
28 Incentive Awards should be finally approved as fair, reasonable and adequate as to the members of the

1 Settlement Class is scheduled in Department 17 on the date and time set forth in the Implementation
2 Schedule in Paragraph 13 below.

3 4. The Court provisionally certifies for settlement purposes only the following class (the
4 “Settlement Class”): All individuals who are or were employed by and worked at least one shift for
5 Greenview Farming, Inc. as a non-exempt employee or in a similar position at Illume Agriculture, LLC
6 in the State of California at any time during the Class Period (“Class”) and who have not requested to
7 be excluded or have not opted out of the Class by submitting a valid and timely Request for Exclusion
8 or Opt-Out.

9 5. The Settlement Period means the class period applicable to this class action from May
10 3, 2017 through and including the date the Court grants Preliminary Approval.

11 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
12 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class
13 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are
14 common, or of general interest, to all Settlement Class Members, which predominate over individual
15 issues; (3) Plaintiffs’ claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs
16 and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and
17 (5) a class action is superior to other available methods for the fair and efficient adjudication of the
18 controversy.

19 7. This Court approves, as to form and content, (i) the amended Notice in substantially the
20 form attached to the Joint Stipulation as **Exhibit “A”** (the “Class Notice”), (ii) the Share Form, in
21 substantially the form attached to the Settlement Agreement as **Exhibit 2**; and (iii) the Publication
22 Notice in substantially the form attached to the Joint Stipulation as **Exhibit “B”** (“Publication Notice”).
23 The Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
24 the Settlement as set forth in the Settlement Agreement and the Joint Stipulation. The Court finds that
25 the form of the Class Notice and Publication Notice to the Settlement Class regarding the pendency of
26 this Action and of the Settlement, and the methods of giving notice to the Settlement Class, constitute
27 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to
28 all members of the Settlement Class. The form and method of giving notice complies fully with the

requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions, and other applicable law. The date of the postmark shall be the exclusive means to determine whether a request to Opt Out of the Settlement has been timely submitted. A Class Member who does not timely submit a valid request to Opt Out from the Settlement shall be deemed a Settlement Class member and will be bound by all terms of the Settlement including, but not limited to, the Releases and Waivers set forth in Section 10 of the Settlement Agreement, if the Settlement is granted final approval by the Court.

8. The Court directs the mailing of the Class Notice and Share Form by first class mail to the Class Members in accordance with the Implementation Schedule set forth below under Paragraph 13. The Court finds the dates selected for the mailing and distribution of the Notice and Share Form, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court directs the Settlement Administrator to provide supplemental notice to Class Members in accordance with the Implementation Schedule set forth below under Paragraph 13 by publication by having the Publication Notice that is attached to the Joint Stipulation as Exhibit "B" published in the USA Today every Friday for six (6) consecutive weeks. The Court finds that the dates selected for the publishing of the Publication Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only. For purposes of this Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class as to questions of law and fact.

11. The Court confirms Plaintiffs Jorge Diaz and Jose Fidel Celio, as Class Representatives, and Amir Seyedfarshi of Employment Rights Law Group, APC, and Farrah Mirabel of Law Offices of Farrah Mirabel, PC as Class Counsel.

12. The Court confirms and appoints Phoenix Class Actions Solution Inc. as the Settlement Administrator.

13. The Court orders that Defendants pay the remaining cost of publishing the Publication Notice, up to \$15,000.00, to Phoenix Class Actions Solutions Inc., upon completion of the publication of the Publication Notice by Phoenix Class Actions Solution Inc. as provided herein .

13. The Court orders the following **Implementation Schedule** for further proceedings:

| | | |
|----|---|---|
| a. | Deadline for Defendants to Submit Class Member Information to Settlement Administrator: | [Within 30 calendar days after March 2, 2023 (i.e., the Preliminary Approval Date)] |
| b. | Deadline for Settlement Administrator to Mail the Class Notice to Class Members: | [Within 21 business days from receipt of the Class Member Information] |
| c. | Deadline for Settlement Administrator to publish the Publication Notice in USA Today every Friday for six (6) consecutive weeks: | [Within 21 business days from receipt of the Class Member Information] |
| c. | Deadline for Class Members to Challenge, Object, and/or Request to be Excluded from Settlement: | [No later than 45 calendar days after mailing of the Class Notice; if not postmarked by Response Deadline, any request or objection will be determined invalid] |
| f. | Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Award | [16 Court days prior to the Final Approval and Fairness Hearing that is set for August 16, 2023] |
| g. | Final Approval and Fairness Hearing | August 16, 2023, at 8:30 a.m. in Department 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, California 93301. |

14. The Parties are ordered to carry out the Settlement according and pursuant to the terms of the Settlement Agreement.

15. 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.

16. The Court further ORDERS that to facilitate administration of this Settlement, all Class Members, including Plaintiffs, are hereby enjoined from filing or prosecuting any claims, cases, suits or administrative proceedings (including filing or pursuing claims with the California Division of Labor

Standards Enforcement) regarding claims released by the Settlement, unless and until such Class Members have submitted to the Settlement Administrator valid and timely requests to Opt Out of the Settlement.

17. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

18. If for any reason the Court does not execute and file a Final Approval Order, granting final approval of the Settlement, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void. Further, this Order shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement.

19. The Court reserves the right to adjourn or continue the date of the Final Approval and Fairness Hearing and all dates provided for in the Settlement and the Implementation Schedule above without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. THOMAS S. CLARK