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9 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 Greenvview 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

18 **[PROPOSED] ORDER:**

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

23 Date: March 2, 2023

24 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

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

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

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

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

25 11. The Court confirms Plaintiffs Jorge Diaz and Jose Fidel Celio, as Class Representatives,
26 and Amir Seyedfarshi of Employment Rights Law Group, APC, and Farrah Mirabel of Law Offices of
27 Farrah Mirabel, PC as Class Counsel.
28

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: 3-20-23



HON. THOMAS S. CLARK
THOMAS S. CLARK