

FILED

MAR 28 2022

NOCONA SOBOLSKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
Darlene Goumas
DEPUTY
Darlene Goumas

1 **LAW OFFICES OF FARRAH MIRABEL**
Farrah Mirabel (SBN 162933)
2 fmesq@fmirabel.com
1070 Stradella Road
3 Los Angeles, California 90077
Telephone: (714) 972-0707

4 **EMPLOYMENT RIGHTS LAW GROUP, APC.**
5 Amir H. Seyedfarshi, CA Bar No. 301656
6 amir@employmentrightslawgroup.com
1180 South Beverly Drive, Suite 610
7 Los Angeles, California 90035
Telephone: (424) 777-0964

8 Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF KINGS**

11 CARLOS SANCHEZ ROSALES, on behalf of
12 himself, and for all similarly situated persons, and
the general public

13
14 Plaintiff,

15 vs.

16
17 VISTA VERDE FARMS INC., a California
18 Corporation; OAK TREE AG MGT., INC., a
California Corporation; REYCO AG, INC. a
19 California Corporation, and DOES 1 through 50,
inclusive;

20 Defendants.

Case No.: 21C-0111

~~PROPOSED~~ ORDER:

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

Date: March 28, 2022

Time: 10:30 a.m.

Dept.: 7

JUDGE: HON. MELISSA D'MORIAS

Electronically filed by Superior Court of California, County of Kings, 3/9/2022 9:34 AM, Sandra Tafolla

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on March 28, 2022 in Department ___ of the above court. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Stipulation of Settlement and Release ("Settlement Agreement") filed with the Declarations of Amir Seyedfarshi and Farrah Mirabel. All terms used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class.

2. The Settlement, including the \$85,000 settlement amount, falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.

3. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, and the Class Representatives' Enhancement Awards should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 16 on the date and time set forth in the implementation schedule in Paragraph 10 below.

4. This Court approves, as to form and content, the Notice ("Class Notice"), in substantially the form attached to the Settlement Agreement as Exhibit A. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Stipulation of Settlement.

5. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the 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.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. The Court confirms Plaintiff Carlos Sanchez Rosales, 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.

8. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

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

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 14 calendar days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[Within 28 calendar days after the Preliminary Approval Date]
c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	[60 calendar days after mailing of the Class Notice]
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 Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	August 15 16, 2022 at 1030 a.m./p.m.

11. 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.

IT IS SO ORDERED.

Dated: March 28, 2022

Melissa D'Morias
HON. MELISSA D'MORIAS

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 KINGS**

**Carlos Rosales Sanchez v. Oak Tree Management, Inc. and Vista Verde Farms, Inc.
Case No. 21C-0111**

TO: *All individuals who worked for Oak Tree Management, Inc. and Vista Verde Farms, Inc. in California as non-exempt employees during the period from April 8, 2017 through [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 class action ("Action") filed in Kings County Superior Court ("the Court") has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

If finally approved, the proposed settlement will resolve a class action filed against *Oak Tree Ag Mgt., Inc. and Vista Verde Farms, Inc.* setting forth claims for allegedly: (1) failing to pay minimum wages; (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; (6) failing to provide timely wages; and for (7) unfair business practices and (8) derivative penalties including those pursuant to PAGA.

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 *Oak Tree Ag Mgt., Inc. or Vista Verde Farms, Inc.* 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 Joint Stipulation re: Class Action 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 April 8, 2021, a class action complaint was filed by Carlos Rosales Sanchez against *Oak Tree Ag Mgt., Inc. and Vista Verde Farms, Inc.* in Kings County Superior Court, Case No. 21C-0111, on behalf of himself 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 wage and hour claims alleged in the action. On December 14, 2021, the Parties attended a mediation session with mediator Hon. Patrick O'Hara. The Parties reached an agreement of the action to resolve the wage and hour class and PAGA representative claims 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 Plaintiff's 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 case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendants and Plaintiff 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 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.

1. Defendants have denied and continue to deny each of the allegations in the Action and the Amended Complaint, and any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the actions or Amended Complaint, and has asserted various defenses to these claims. Defendants contend that they have complied with all its legal obligations to its employees and all its employees have been compensated in compliance with the law. Neither the Settlement nor any action taken to carry out the Settlement means that Defendants admit any fault, wrongdoing, or liability whatsoever. Although Defendants believe they have meritorious defenses to the allegations and claims in the Action and the Amended Complaint, Defendants have concluded that further litigation would be protracted and expensive for all parties, and would also divert resources 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 it in the Action.

- 2. The Plaintiff 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 worked for Oak Tree Management, Inc. and Vista Verde Farms, Inc. in California as non-exempt employees during the period from April 8, 2017 through [date of preliminary approval]. (“Class Members”).

Plaintiff Carlos Rosales Sanchez and his 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 Plaintiff and the Class.

On [insert date of preliminary approval], the Court preliminarily approved the Settlement and conditionally certified the settlement class. This Notice is being sent to you because Defendants’ records indicate that you were employed by Defendants 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

Defendants have agreed to pay an amount not to exceed \$85,000.00 (the “Settlement Amount”) to resolve the claims in Plaintiff’s Action and the Amended Complaint. The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM 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 \$6,000.00 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

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 Actions on behalf of 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 case including settlement efforts and a two full days of mediation sessions. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the 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 one third (1/3) (i.e., \$28,333.33) of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement for the actual costs Class Counsel incurred in connection with the Action in an amount up to \$5,000.00.

Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award Named Plaintiff and Class Representative Carlos Rosales Sanchez an Incentive Award up to \$5,000.00, for his 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 \$8,000 from the 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 March 25, 2020 through ____ ("PAGA Period"). These payments are being made pursuant to California's the Private Attorney General Act.

Net Settlement Amount. After deducting the amounts above, the balance of the 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 case by visiting [XXXXXXXXXX](#)

IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT

Each Class Participant (a Class Member who does not 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 shifts by the Class Members during the Class Period as a proportion of all shifts by all Class Members. For purposes of this calculation, a shift means a work shift where a Class Member was employed 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.

Fifteen Percent (15%) 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 (85%) 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 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.

Electronically filed by Superior Court of California, County of Kings, 3/9/2022 9:34 AM, Sandra Tafolla

The Shift you worked for Defendants during the Class Period will be calculated based on Defendants' records. If you feel that you were not credited with the correct number of Shift 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 Shifts 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 shifts should be credited. The Settlement Administrator will make the final decision as to how many Shifts are credited, and report the outcome to the Class Participant.

You can view the final approval order and final judgment and payment schedule at www.XXX.com/
XXXXXXXXXX

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 opted out of the Settlement, and will bar all Class Members from bringing certain claims against Defendants 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 those claims alleged in the operative PAGA letter, Amended Complaint, or that reasonably could have been alleged based on the facts and claims asserted in the PAGA letter and/or Amended Complaint, and arising during the Class Release Period, specifically including claims under Labor Code sections 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198 and Sections 11 and 12 of the applicable IWC Wage Order, as well as any civil penalty claims predicated on the claims alleged in Plaintiff's PAGA letter and/or Amended Complaint and arising during the Class and/or PAGA Period. The Release Period shall be the Class Period.

"Released Parties" shall mean and refer to Oak Tree Ag Mgt., Inc. and Vista Verde Farms and all of their subsidiaries, affiliates, predecessors, successors, and related entities, and their respective officers, directors, employees, fiduciaries, trustees, agents, and benefit plans.

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 letter or postcard postmarked no later than [insert date], with your name, address, telephone number, and signature. The opt-out request should state something to the effect of:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE RICHARD THOMAS V. DELTA TECH SERVICE 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."

Send the opt-out request form, or letter/card directly to the Settlement Administrator at the following address by no later than **[Insert opt-out date]**:

[Insert ADDRESS]

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 timely opt-out request form, or letter/card to be excluded from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement. A Class Member who worked during the PAGA Period and who submits a timely opt-out request for, or letter or postcard to be excluded 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, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

C. Object to the Settlement

You 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 who wish to object to the Class Settlement must submit a written objection to the Settlement Administrator, **[Insert ADDRESS]**, by 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

Electronically filed by Superior Court of California, County of Kings, 3/9/2022 9:34 AM, Sandra Tafolla

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

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 [Insert DATE], at [Insert Time] a/p.m. in Department 7 of the Superior Court of California, County of Kings, located at 1640 Kings County Drive, Hanford, California 93230.

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 and number of the case, which is *Carlos Rosales Sanchez v. Vista Verde et al, Case number 21c-0111*.

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 Share Form and mail it to the Settlement Administrator, ILYM, Inc. at _____, as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

VIII. IF THE JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE IS NOT APPROVED

If the Joint Stipulation re: Class Action 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 case 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 litigation may be examined by contacting the Office of the Clerk of the Superior Court of California, County of Solano County to schedule an appointment during regular business hours of each court day. The

Office of the Clerk is located at Department 7 of the Superior Court of California, County of Kings, located at 1640 Kings County Drive, Hanford, California 93230. The case file may also be viewed online at the court's website at <http://www.> In addition, the key settlement documents may be viewed on the website established by the Settlement Administrator at <http://www.>

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: _____ or by e-mail at _____ 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, (SBN162933)
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
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephonc: (424) 777-0964