

BY Dickey, Leslie
DEPUTY

1 Kane Moon (SBN 249834)
2 E-mail: kmoon@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
4 E-mail: psong@moonlawgroup.com
5 Stanley J. Park (SBN 334747)
6 E-mail: spark@moonlawgroup.com
7 **MOON LAW GROUP, PC**
8 725 S. Figueroa St., Suite 3100
9 Los Angeles, California 90017
10 Telephone: (213) 232-3128
11 Facsimile: (213) 232-3125

12 Attorneys for Plaintiff JUAN CARLOS TREJO aka MAURO PEREZ

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF KERN**

15 JUAN CARLOS TREJO aka MAURO PEREZ,
16 individually, and on behalf of all others
17 similarly situated;

18 Plaintiff,

19 v.

20 LENCIONI FARM SERVICES, INC., a
21 California corporation; and DOES 1 through
22 10, inclusive;

23 Defendants.

Case No.: BCV-21-101136

[Hon. Gregory A. Pulskamp, Division J]

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Hearing Date: July 31, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Division J

Complaint Filed: May 19, 2021
FAC Filed: August 30, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 A preliminary approval hearing was held before this Court on July 31, 2024, at 8:30 a.m., for
3 the purpose of determining, among other things, whether the Settlement was within the range of
4 possible approval and whether notice to the Class Members of its terms and conditions, and the
5 scheduling of a Final Approval Hearing, will be worthwhile. Appearing at the hearing was Klein,
6 DeNatale, Goldner, Cooper, Rosenlieb, and Kimball, LLP on behalf of Defendant Lencioni Farm
7 Services, Inc. (“Defendant”) and Moon Law Group, PC on behalf of Plaintiff Juan Carlos Trejo aka
8 Mauro Perez (“Plaintiff”) and the Class.

9 Having reviewed the papers and documents presented, heard the statements of counsel,
10 considered the matter, and made findings and rulings at the hearing,

11 **IT IS HEREBY ORDERED:**

12 1. The Court hereby GRANTS preliminary approval of the terms and conditions
13 contained in the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement
14 Agreement,” “Settlement,” or “Agreement”). The Court preliminarily finds the terms of the
15 Settlement Agreement appear to be within the range of possible approval, pursuant to the provisions
16 of section 382 of the Code of Civil Procedure.

17 2. It appears to the Court on a preliminary basis: (a) the Settlement is fair and reasonable
18 to the Class when balanced against the probable outcome of further litigation; (b) significant
19 discovery, investigation, research, and litigation have been conducted such that the Parties’ counsel
20 can reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial
21 costs, delay, and risks that would be presented by further litigation; and (d) the Settlement was
22 reached as the result of intensive, serious, and non-collusive negotiations. Thus, the Court
23 preliminarily finds the Settlement was entered into in good faith.

24 3. The Court hereby GRANTS conditional certification of the Class, in accordance with
25 the Settlement, for the purposes of this settlement only. The Class is defined as all current and
26 former hourly-paid or non-exempt employees who were employed by Defendant within the State of
27 California at any time during the period from June 24, 2021 to March 9, 2023 (“Class,” “Class
28 Members,” and “Class Period”).

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2 4. The Court also hereby approves the Private Attorneys General Act of 2004 (“PAGA”)
3 Payment of \$10,000.00 the Parties have allocated for the settlement of the claims for PAGA penalties
4 stemming from the alleged Labor Code violations. Seventy-five percent (75%) of the PAGA
5 Payment (\$7,500.00) will be paid to the California Labor and Workforce Development Agency, and
6 the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500.00) will be paid to persons
7 eligible to receive a portion of the PAGA Payment who are all current and former aggrieved hourly-
8 paid or non-exempt employees who were employed by Defendant within the State of California at
9 any time during the period from June 24, 2021 to March 9, 2023, on a pro rata basis (“PAGA
10 Aggrieved Employees”).

11 5. The Court hereby authorizes the retention of APEX Class Action, LLC as the
12 Administrator for the purpose of the Settlement.

13 6. The Court hereby conditionally finds Kane Moon, S. Phillip Song, and Stanley J.
14 Park of Moon Law Group, PC may act as counsel for the Class, and that Plaintiff may conditionally
15 act as the class representative.

16 7. The Court hereby conditionally finds Juan Carlos Trejo aka Mauro Perez may serve
17 as the Class Representative.

18 8. The proposed Gross Settlement Amount of \$250,000.00 is conditionally approved.

19 9. The proposed payment of the Class Counsel Fees Payment not to exceed one-third
20 (1/3) of the Gross Settlement Amount, or \$83,333.33, and Class Counsel Litigation Expenses
21 Payment for actual litigation costs incurred not to exceed \$20,000.00 are conditionally approved.

22 10. The proposed Class Representative Service Payment of \$7,500.00 to Plaintiff for his
23 services as the Class Representative is conditionally approved.

24 11. The Court hereby APPROVES the Notice of Class Action Settlement (“Class
25 Notice”), attached to the Settlement Agreement as **Exhibit A**. The Court finds the Class Notice
26 constitutes the best notice practicable under the circumstances and are in full compliance with the
27 laws of the State of California, to the extent applicable, and the requirements of due process, as well
28 as Rules of Court, rule 3.766. The Court further finds the Notice of Class Action Settlement appears

1 to inform the Class Members of all material elements of the Settlement, each Class Member's right
2 to be excluded from the Class, and each Class Member's right to object to the Settlement. Thus, the
3 Court finds the notice requirements of Rules of Court, rule 3.769, subdivisions (c) and (f) are
4 satisfied, and the Notice of Class Action Settlement adequately advises Class Members of their rights
5 under the Settlement.

6 12. The Court hereby APPROVES the Request for Inclusion form to use to administer
7 the Settlement, attached hereto as **Exhibit B**. Request for Inclusion forms must be mailed to Class
8 Members along with the Class Notice. Class Members who wish to participate (opt-into) as
9 Participating Class Members in the Class Settlement must send the Administrator, by fax or mail, a
10 signed written Request for Inclusion not later than forty-five (45) days after the Administrator mails
11 the Class Notice (plus an additional seven (7) days for Class Members whose Class Notice is re-
12 mailed). A Request for Inclusion is written notice from a Class Member or his/her representative
13 that reasonably communicates the Class Member's election to be included in the Settlement. A valid
14 Request for Inclusion must include sufficient identifying information to identify the Class Member,
15 including their name, address, signature, and email address or telephone number. To be valid, a
16 Request for Inclusion must be timely faxed, emailed, or postmarked by the Response Deadline. If
17 the Administrator has reason to question the authenticity of a Request for Inclusion, the
18 Administrator may demand additional proof of the Class Member's identity. The Administrator's
19 determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

20 13. The Parties' counsel are authorized to correct any typographical errors in the Class
21 Notice and Request for Inclusion form to make clarifications, to the extent the same are found or
22 needed, so long as such corrections do not materially alter the substance of the documents.

23 14. Not later than fifteen (15) days after the Court grants Preliminary Approval of the
24 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
25 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the
26 Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
27 purpose, and restrict access to the Class Data to Administrator employees who need access to the
28 Class Data to effect and perform under this Agreement. The Administrator shall not disclose any of

1 the Class Data to Class Counsel. Defendant has a continuing duty to immediately notify Class
2 Counsel if it discovers that the Class Data omitted Class Member identifying information and to
3 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of
4 the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their
5 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
6 issues related to missing or omitted Class Data. Nothing in this section shall work to prohibit or
7 prevent Class Counsel from fulfilling their fiduciary duties to the Class.

8 15. Within fourteen (14) calendar days of receipt of the Class List(s), the Claims
9 Administrator will perform a search based on the National Change of Address Database, or any other
10 similar services available, and mail a Notice Packet to all Class Members via regular First-Class
11 U.S. Mail, using the most current, known mailing addresses available.

12 16. No later than three (3) business days after receipt of the Class Data, the Administrator
13 shall notify Class Counsel that the list has been received and state the number of Class Members,
14 Aggrieved Employees, and Workweeks in the Class Data.

15 17. Using best efforts to perform as soon as possible, and in no event later than fourteen
16 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
17 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
18 Spanish translation substantially in the form attached to the Settlement Agreement as Exhibit A. The
19 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
20 Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the
21 number of Workweeks and PAGA Period Workweeks (if applicable) used to calculate these
22 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
23 using the National Change of Address database.

24 18. The Court hereby APPROVES the proposed procedure for requesting exclusion from
25 the Settlement. Any Class Member wishing to opt out from the Settlement must not submit a
26 Request for Inclusion form. Any Class Member who does not affirmatively opt-in to this Settlement
27 by submitting a timely and valid Request for Inclusion (“Class Member”) will not be bound by all
28 its terms, including those pertaining to the Released Claims, as well as any Judgment that may be

1 entered by the Court if it grants final approval to the Settlement. However, PAGA Aggrieved
2 Employees will not be able to exclude themselves from the PAGA portion of the settlement.

3 19. The Court further ORDERS each Class Member who submits a valid and timely
4 objection shall have a right to appear at the Final Approval Hearing to have their objections heard
5 by the Court. For any Participating Class Member to object, the Class Member must send written
6 objections to the Administrator, signed by the Class Member, by fax or mail, no later than forty-five
7 (45) days after the Administrator's mailing of the Class Notice (plus an additional seven (7) days for
8 Class Members whose Class Notice was remailed). The Administrator shall send all objections it
9 receives to Defense Counsel and Class Counsel within three (3) business days of receipt.
10 Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to
11 present verbal objections at the Final Approval Hearing. The Court retains final authority with
12 respect to the consideration and admissibility of any Class Member objections. Non-Participating
13 Class Members (i.e., Class Members who fail to submit valid and timely Requests for Inclusion)
14 have no right to object to any of the class action components of the Settlement.

15 20. The Court further ORDERS to facilitate administration of the Settlement, all Class
16 Members, including Plaintiff, are hereby enjoined from filing or prosecuting any claims, suits, or
17 administrative proceedings (including filing or pursuing claims with the California Division of Labor
18 Standards Enforcement and the California Labor and Workforce Development Agency) regarding
19 claims released by the Settlement, unless and until the Class Notice period is complete.

20 21. The Court further ORDERS pending further order of this Court, all proceedings in
21 this case, except those contemplated herein and in the Settlement, are stayed.

22 22. Upon the Effective Date and condition on the fully funding of the settlement, Plaintiff
23 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
24 compromised, relinquished, and discharged with respect to all of the Released Parties any and all
25 Released Claims for any period during the Released Claims Period.

26 23. If the Court does not finally approve the Settlement, or the Settlement does not
27 become final for any other reason, then the Settlement, and any documents generated to bring it into
28 effect, will be null and void. Further, any order or judgment entered by the Court in furtherance of

