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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ALEXIS LEE, individually, on behalf of all
others similarly situated,

Plaintiff,

v.

PROVENA FOODS, INC., a California
 corporation; SWISS AMERICAN SAUSAGE
 CO., an unknown entity; and DOES 1 through
 10, inclusive,

Defendants.

JUL 07 2026
 Filed
 STEPHANIE BOHRER, CLERK
 By *Valinda Hedeman*
 DEPUTY

Case No.: STK-CV-UOE-2022-0005511
 Assigned to Hon. Barbara Kronlund, Dept.
 10D

Complaint filed: June 30, 2022
 FAC filed: March 11, 2026
 Trial date: Not set

CLASS & REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

PRELIMINARY APPROVAL HEARING

Date: 7/7/26
 Time: 9:00 a.m.
 Dept: 10D

1 The Court has before it Plaintiff Alexis Lee's ("Plaintiff" or "Class Representative")
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed
3 the Motion along with the accompanying papers, the Class Action and PAGA Settlement
4 Agreement and Class Notice (which is referred to here as the "Settlement" or "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendants Provena Foods, Inc. and Swiss America Sausage Co. ("Defendants," and together
11 with Plaintiff, the "Parties"). A true and correct copy of the Settlement Agreement is attached
12 to the Declaration of Conor J.D. Gomez in Support of Plaintiff's Motion for Preliminary
13 Approval of Class Action Settlement submitted to the Court as Exhibit 1.

14 2. For settlement purposes, the Court provisionally certifies the Class defined as all
15 persons employed by Defendant in California and classified as hourly-paid or non-exempt
16 employees who worked for Defendant during the Class Period (each "Class Member(s)"
17 collectively the "Class"). The Class Period is the period from June 30, 2018, to August 4, 2024.
18 (the "Class Period").

19 3. The Settlement falls within the range of reasonableness of a settlement which
20 could ultimately be given final approval by this Court, and appears to be presumptively valid,
21 subject only to any objections that may be raised at the final approval hearing and final approval
22 by this Court. The Court notes that Defendants have agreed to create a common fund of
23 \$565,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
24 members who do not validly opt out; (b) a \$20,000.00 payment for penalties under the Private
25 Attorneys General Act ("PAGA"), with 75% of which (\$15,000.00) being paid to the LWDA
26 (the "LWDA PAGA Payment") and 25% (\$5,000.00) being paid to eligible "Individual PAGA
27 Payment" (as defined in the Settlement Agreement); (c) an enhancement award of up to
28 \$7,500.00 for Plaintiff (the "Class Representative Service Payment"); (d) Class Counsel's

1 attorneys' fees not to exceed one-third of the Gross Settlement Amount (\$188,333.33) (the
2 "Class Counsel Fees Payment"), and up to \$25,000.00 in costs for actual litigation expenses
3 incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a
4 payment to Apex Class Action Administration (the "Administrator") of up to \$7,990.00 (the
5 "Administration Expenses Payment").

6 4. The Court preliminarily finds that the terms of the Settlement appear to be within
7 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
8 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
9 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
10 further litigation relating to class certification, liability and damages issues, and potential
11 appeals; (2) significant informal discovery, investigation, research, and litigation have been
12 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
13 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
14 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
15 has been reached as the result of intensive, serious, and non-collusive negotiations between the
16 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
17 preliminarily finds that the Settlement Agreement was entered into in good faith.

18 5. A final fairness hearing on the question of whether the proposed Settlement, Class
19 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
20 Payment for its share of the settlement of claims for penalties under the PAGA, and the Class
21 Representative Service Payment should be finally approved as fair, just, reasonable and
22 adequate as to the Class is hereby set in accordance with the implementation schedule set forth
23 below.

24 6. The Court finds, for settlement purposes only, that the Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
27 fact that are common, or of general interest, to all Class Members, which predominate over
28 individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)

1 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
2 and (5) a class action is superior to other available methods for the fair and efficient adjudication
3 of the controversy.

4 7. The Court appoints Plaintiff as Class Representative, for settlement purposes
5 only. The Court further preliminarily approves Plaintiff's ability to request the Class
6 Representative Service Payment.

7 8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel
8 Kramer, Chase M. Stern, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC
9 as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request
10 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

11 9. The Court appoints Apex Class Action Administration as the Administrator with
12 the Administration Expenses Payment estimated not to exceed \$7,990.00.

13 10. The Court approves, as to form and content the class notice, attached as **Exhibit**
14 **A** to the Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that
15 plan for distribution of the Class Notice to Class Members satisfies due process, provides the
16 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
17 all persons entitled thereto.

18 11. The Parties are ordered to carry out the Settlement according to the terms of the
19 Settlement Agreement.

20 12. Any class member who does not timely and validly request exclusion from the
21 Settlement may object to the Settlement Agreement.

22 13. The Court orders the following implementation schedule:

23 Defendants to provide Class List to the 24 Settlement Administrator	Within 15 business days after the Court grants Preliminary Approval of the 25 Settlement
26 Administrator to mail the Class Notice 27	Within 14 days after receipt of the Class List from the Defendants

Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	<u>2/8/27</u> at 9:00 a.m., or first available date thereafter, in Department 10D. The hearing may be continued to another date without further notice to the Class Members.

14. 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.

15. N/A

IT IS SO ORDERED.

DATE: 7/7/26


Hon. ~~Barbara Kronlund~~ John Soldati
San Joaquin County Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN STREET ADDRESS: 180 E Weber Avenue MAILING ADDRESS: 180 E Weber Avenue CITY AND ZIP CODE: Stockton, CA 95202 BRANCH NAME: Superior Court San Joaquin	FOR COURT USE ONLY
Alexis Lee, individually, and on behalf of all others similarly situated vs Provena Foods, Inc., a California corporation et al.	
CLERK'S CERTIFICATE OF SERVICE BY MAIL	CASE NUMBER: STK-CV-UOE-2022-0005511

I certify that I am not a party to this cause. I certify that a copy of ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at Stockton, California, on 07/08/2026.

By: Malynda Hiedeman, Deputy Clerk

Justin F. Marquez
 660 S Figueora Street, Sky Lobby
 Los Angeles CA 90017

Jade Butman
 One Embarcadero Center, Suite 900
 San Francisco CA 94111

CLERK'S CERTIFICATE OF SERVICE BY MAIL



SUPERIOR COURT OF CALIFORNIA-SAN JOAQUIN
CIVIL DIVISION
180 E WEBER AVE, STE 200
STOCKTON CA 95202

RETURN SERVICE REQUESTED



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