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on behalf of himself and all others similarly situated
and aggrieved

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 25 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

FERNANDO CARRILLO FAJARDO, on
behalf of himself and all others similarly
situated and aggrieved,

Plaintiff,

v.

VEG-FRESH FARMS, INC., a California
corporation; MANAGING PERSONNEL
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2102912

[Assigned for all purposes to the Hon. Joseph
T. Ortiz in Dept. S-17]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Fernando Carrillo Fajardo (“Plaintiff”)
2 for Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Fernando Carrillo Fajardo, and Sean Hartranft, the Class and
5 PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the
6 proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all persons employed by
13 Defendants Veg-Fresh Farms, Inc., and Managing Personnel Services, Inc. (collectively,
14 “Defendants”), in California and classified as non-exempt, hourly-paid employees who worked for
15 Defendants during the period from October 14, 2018, through December 7, 2019 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiff Fernando Carrillo Fajardo as
17 Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as
18 Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research has been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$125,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
11 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
12 to \$43,750.00, in addition to actual costs incurred of up to \$35,000.00; service award of up to
13 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$7,990.00 and Private
14 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$6,250.00, of which \$4,687.50
15 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and \$1,562.50
16 (25%) to "Aggrieved Employees," defined as all persons employed by Defendants in California and
17 classified as non-exempt, hourly-paid employees who worked for Defendants during the period from
18 October 14, 2018, through December 7, 2019 ("PAGA Period"). Defendant MPS shall contribute
19 \$100,000.00 to the Settlement and Veg-Fresh shall contribute \$25,000.00.

20 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
21 Taxes, which will be paid separately and apart by Defendant MPS on the wages portion of the Gross
22 Settlement Amount MPS will be solely responsible for payroll taxes on the Wage Portion allocation
23 of the Net Settlement Amount as set forth in the Agreement.

24 9. Class Member's "Workweek" shall mean any week during which a Class Member
25 worked for Defendants for at least one day during the Class Period, based on hire dates, re-hire dates
26 (as applicable), and termination dates (as applicable).

27 10. Defendants represent that there are no more than 2,795 Workweeks worked during
28 the Class Period. In the event the number of Workweeks during the Class Period increases by more

1 than 5%, or 140 Workweeks, then Defendants, in their sole discretion shall either: (1) de-escalate
2 the Settlement so the Class Period ends on the date that the Workweek count totals no more than
3 2,935; or (2) increase the Gross Settlement Amount proportionally by the Workweeks in excess of
4 2,935 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by
5 dividing the originally agreed-upon Gross Settlement Amount (\$125,000.00) by 2,795 which
6 amounts to a Workweek Value of \$44.72. Thus, for example, should there be 5,000 Workweeks in
7 the Class Period, then the Gross Settlement Amount shall be increased by \$92,346.80 (5,000
8 Workweeks – 2,935 Workweeks) x \$44.72 per Workweek.) Defendants must exercise their election
9 pursuant to this paragraph at least 30 days before the first set hearing on the Motion for Preliminary
10 Approval or it will be assumed Defendants have elected Option (2) in this paragraph.

11 11. The Court deems Apex Class Action LLC (“Apex” or “Settlement Administrator”),
12 the settlement administrator, and preliminarily approves payment of administrative costs, not to
13 exceed \$7,990.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf
14 of the class.

15 12. Not later than fifteen (15) days after execution of the Settlement Agreement,
16 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
17 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
18 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
19 address(es); (3) last known telephone number(s); (4) last four digits of the last known Social Security
20 Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or
21 separation date(s)).

22 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
23 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
24 and restrict access to the Class Data to Administrator employees who need access to the Class Data
25 to effect and perform under the Agreement.

26 14. Before mailing Class Notices, the Administrator shall update Class Member addresses
27 using the National Change of Address database.
28

1 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Administrator will send to all Class Members identified in the
3 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
4 translation. The first page of the Class Notice shall prominently estimate the dollar amounts of any
5 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
6 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

7 16. Not later than 3 business days after the Administrator’s receipt of any Class Notice
8 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
9 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
10 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
11 most current address obtained.

12 17. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
13 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
14 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
15 Settlement. Class Members to whom Notice Packets are resent after having been returned
16 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
17 has expired.

18 18. Class Members who wish to exclude themselves from (opt-out of) the Class
19 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
20 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
21 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
22 Member or his/her representative, signed by the Class Member, that reasonably communicates the
23 Class Member’s election to be excluded from the Settlement and includes the Class Member’s name,
24 signature, the last four digits of their Social Security Number, address, and email address or
25 telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response
26 Deadline.

27 19. Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and

1 bound by all terms and conditions of the Settlement, including the Participating Class Members'
2 Releases under the Agreement, regardless whether the Participating Class Member actually receives
3 the Class Notice or objects to the Settlement.

4 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
5 (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the
6 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
7 Class Notice.

8 21. Only Participating Class Members may object to the class action components of the
9 Settlement and/or the Agreement, including contesting the fairness of the Settlement, or amounts
10 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Class
11 Representative Service Payment. Non-Participating Class Members have no right to object to any
12 of the class action components of the Settlement.

13 22. Participating Class Members may send written objections to the Administrator, by
14 facsimile, e-mail, or mail. In the alternative, Participating Class Members may appear in Court (or
15 hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
16 Participating Class Member who elects to send a written objection to the Administrator must do so
17 not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
18 fourteen (14) days for Class Members whose Class Notice was re-mailed).

19 23. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
20 Request for Exclusion will control, and the Objection will be overruled.

21 24. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
22 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
23 Administrator no later than fifteen (15) days after the Effective Date. Defendant MPS shall
24 contribute \$100,000.00 to the Settlement and Veg-Fresh shall contribute \$25,000.00.

25 25. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the
26 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
27 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
28 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service

1 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
2 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
3 Class Payments, and the Individual PAGA Payments.

4 26. For any Class Member whose Individual Class Payment check or Individual PAGA
5 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
6 the Administrator shall transmit the funds represented by such checks to the California Controller's
7 Unclaimed Property Fund in the name of the Aggrieved Employee.

8 27. All papers filed in support of final approval, including supporting documents for
9 attorneys' fees and costs, shall be filed by per code.

10 28. A Final Approval Hearing shall be held with the Court on November 23
11 at 1:30 p.m in Department S-17 of the above-entitled Court to determine: (1) whether the
12 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
13 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of
14 service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator;
15 and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

16
17 **IT IS SO ORDERED.**

18
19 Dated: June 25, 2026

Joseph Ortiz
Judge of the Superior Court
Hon. Joseph Ortiz