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on behalf of themselves and others similarly situated

[Additional counsel on following page]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 7 2025

BY Melissa White
MELISSA WHITE, DEPUTY

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

MARISELA MARTINEZ DE ORNELAS
and MARGARITA URRUTIA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

MAGNOLIA FOODS, LLC, a California
limited liability company; and DOES 1 to 10,
inclusive,

Defendant.

CASE NO. CIVSB2308953

[Consolidated with CASE NO. CIVSB2324321]

Assigned to Hon. Christian Towns, Department S-26

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 3, 2024

Time: 8:30 A.M.

Dept: S-26

Action Filed: March 29, 2023

Trial Date: None Set

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on behalf of themselves and others similarly situated

1 The Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement
2 (“Settlement” or “Settlement Agreement”) came before this Court on December 3, 2024. The Court,
3 having considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS**
4 **THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement Agreement and the Class based
6 upon the terms set forth in the Settlement Agreement filed herewith. The Settlement is fair, adequate,
7 and reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
8 length negotiations; and (b) the Agreement is sufficient to warrant notice of the Settlement to persons
9 in the Settlement Class and a full hearing on the final approval of the Settlement.

10 2. “Class” means all persons directly employed by Defendants as non-exempt employees
11 in California at any time from March 29, 2019 through March 15, 2024 (the “Class Period”).

12 3. “Class Period” means the period from March 29, 2019 through March 15, 2024.

13 4. “PAGA Period” means the period from March 29, 2022 through March 15, 2024.

14 5. “Aggrieved Employees” means all persons directly employed by Defendants in
15 California as non-exempt employees during the PAGA period.

16 6. The Settlement falls within the range of reasonableness and appears to be presumptively
17 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
18 by this Court.

19 7. The Court makes the following preliminary findings for settlement purposes only:

- 20 a) The Class, which consists of approximately 260 persons, is so numerous that
21 joinder of all members is impracticable;
- 22 b) There appear to be questions of law or fact common to the Class for purposes
23 of determining whether this Settlement should be approved;
- 24 c) Plaintiffs’ claims appear to be typical of the claims being resolved through the
25 proposed settlement;
- 26 d) Plaintiffs appear to be capable of fairly and adequately protecting the interests
27 of the Class Members in connection with the proposed settlement;
- 28 e) Common questions of law and fact appear to predominate over questions
affecting only individual persons in the Class. Accordingly, the Class appears
to be sufficiently cohesive to warrant settlement by representation; and

1 f) Certification of the Class appears to be superior to other available methods for
2 the fair and efficient resolution of the claims of the t Class.

3 8. The Court approves, as to form and content, the Notice to Class Members in
4 substantially the form attached to the Settlement Agreement as **Exhibit A** (Class Notice).

5 9. The Court approves the procedure for Class Members to object to the Settlement as set
6 forth in the Settlement Agreement and Class Notice.

7 10. The Court approves the procedure for Class Members to become Participating Class
8 Members as set forth in the Class Notice.

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

15 12. The Court confirms Bradley/Grombacher LLP and Haines Law Group, APC as Class
16 Counsel.

17 13. The Court confirms Marisela Martinez De Ornelas and Margarita Urrutia as the Named
18 Plaintiffs.

19 14. The Court approves ILYM Group as the Settlement Administrator.

20 15. The Court orders that pursuant to the California Private Attorneys General Act, Labor
21 Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will continue to be
22 given to the Labor & Workforce Development Agency.

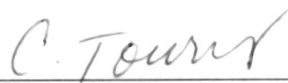
23 16. The Court orders the following Implementation Schedule for further proceedings:
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a.	Deadline for Defendant to provide class data to Settlement Administrator	15 calendar days after entry of Preliminary Approval
b.	Deadline for Settlement Administrator to mail Notice of Settlement to Class Members	14 days after receipt of class list to Settlement Administrator
c.	Last day for Class Members to dispute claim amounts, submit any requests for exclusions or objections	45 calendar days from date notice is mailed
d.	Settlement Administrator to provide update to class counsel regarding requests for exclusion, disputed amounts and objections	55 calendar days from date notice mailed
e.	Deadline for the parties' responses to any class member objections	16 Calendar days before Final Approval Hearing
f.	Deadline for Plaintiff to file motion for final approval of class action settlement, attorneys' fees, costs and service awards	16 Calendar days before Final Approval
g.	Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and service awards	To be determined by the Court

IT IS SO ORDERED.

DATED: 2-7-2025



HON. CHRISTIAN TOWNS
JUDGE OF THE SUPERIOR COURT