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8 Attorneys for Claimant LETICIA PINEDA

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10 **IN RE ARBITRATION**

11 LETICIA PINEDA, on behalf of herself and  
all others similarly situated,

12 Claimant,

13 vs.

14 SUN VALLEY PACKING, L.P.; VALLE DEL  
SOL JONES, LLC; and DOES 1-10,

15 Respondents.  
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[Before Arbitrator Hon. Patrick J. O'Hara  
(ret.)]

**~~[PROPOSED]~~ ORDER GRANTING  
MOTION FOR AN ORDER (1)  
PRELIMINARILY APPROVING THE  
CLASS ACTION SETTLEMENT, (2)  
APPROVING NOTICE OF CLASS  
ACTION SETTLEMENT, AND (3)  
SETTING HEARING FOR FINAL  
APPROVAL**

Date: May 30, 2023  
Time: 10:00 a.m.  
Address: Via Zoom

1 Plaintiff/Claimant Leticia Pineda (“Plaintiff”) filed a Motion (the “Motion”) for an Order  
2 (1) preliminarily approving the Class Action and PAGA Settlement Agreement reached between  
3 the parties; (2) approving the Notice of Class Action Settlement, and (3) setting the final approval  
4 hearing. The Motion came before this Tribunal on May 30, 2023 at 10:00 a.m. The Tribunal,  
5 having considered the parties’ Class Action and PAGA Settlement Agreement and Class Notice  
6 and the papers submitted in support of the application of the Plaintiff, HEREBY ORDERS THE  
7 FOLLOWING:

8 1. Plaintiff/Claimant Leticia Pineda (“Plaintiff” or “Class Representative”) and  
9 Defendants/Respondents Sun Valley Packing, LP and Valle Del Sol Jones, LLC (“Defendants”)  
10 (Plaintiff and Defendants, together, the “Parties”), through their counsel of record in the Action,  
11 have reached an agreement to settle all claims in the Action on behalf of the Class as a whole.

12 2. The Tribunal grants preliminary approval of the Settlement and the Settlement  
13 Class, and the Gross Settlement Amount of Two Million Five Hundred Thousand Dollars  
14 (\$2,500,000.00), based upon the terms set forth in the Class Action and PAGA Settlement  
15 Agreement (and its exhibits) (“Settlement” or “Settlement Agreement”) attached to the  
16 Declaration of Jeremy F. Bollinger as Exhibit 1. All terms used herein shall have the same  
17 meaning as defined in the Settlement. The Settlement appears to be fair, adequate and reasonable  
18 to the Settlement Class.

19 3. The Settlement falls within the range of reasonableness and appears to be  
20 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
21 and final approval by this Tribunal.

22 4. A final fairness hearing on the question of whether the proposed settlement of the  
23 Action on the terms and conditions provided for in the Settlement is fair, adequate and reasonable  
24 and should be finally approved by the Tribunal and whether a Judgment, should be entered  
25 herein, and a hearing on Class Counsel’s motion for attorneys’ fees and reimbursement of  
26 litigation costs and the Class Representative’s Enhancement Award is scheduled on the date and  
27 time set forth in the Implementation Schedule in Paragraph 11 below.

28 5. This Tribunal approves, as to form and content, the Notice of Class Action

1 Settlement (“Notice”), in substantially the form attached to the Settlement as Exhibit A, and also  
2 approves the procedure for Class Members to participate in, opt out of, and object to, the Settlement  
3 as set forth in the Settlement Agreement and Notice.

4 6. The Tribunal directs the mailing of the Notice of Class Action Settlement in  
5 accordance with the Implementation Schedule, and finds the dates selected for the mailing and  
6 distribution of the mailing of the Notice, as set forth in the Implementation Schedule, meet the  
7 requirements of due process and provide the best notice practicable under the circumstances and  
8 shall constitute due and sufficient notice to all persons entitled thereto.

9 7. Any Class Member who wishes to exclude themselves from the Class must contact  
10 the Settlement Administrator requesting exclusion from the Class as provided in the Settlement and  
11 Notice of Class Action Settlement and by following the instructions for requesting exclusion. Any  
12 Class Member who timely and properly opts out of the settlement will not be bound by the  
13 Settlement or have any right to object, appeal or comment thereon. Any request to opt out must be  
14 signed by each such Class Member opting out and must otherwise comply with the requirements  
15 delineated in the Notice. Class Members who have not requested exclusion by submitting a valid  
16 request for exclusion from the Settlement by the Class Member Exclusion Deadline shall be bound  
17 by all determinations of the Tribunal. Any Class Member who timely submits both a valid opt out  
18 and an Objection shall be deemed to have waived his or her Objection and shall be excluded from  
19 the Class. PAGA Settlement Members shall not be allowed to opt-out, exclude or object to the  
20 PAGA portion of the Settlement. PAGA Settlement Members, irrespective of their status as a Class  
21 Member, will still be bound by the Settlement and release of Released Claims under PAGA.

22 8. The Tribunal hereby preliminarily and conditionally certifies the following Class  
23 for settlement purposes only: All California non-exempt employees employed by Defendants at  
24 any time during the period of October 23, 2015 through January 29, 2023 (“Class Members”).

25 9. The Tribunal preliminarily confirms Plaintiff/Claimant Leticia Pineda as Class  
26 Representative, and Dennis F. Moss, Ari E. Moss, Jeremy F. Bollinger, and Jorge A. Flores of Moss  
27 Bollinger, LLP as Class Counsel. Class Counsel is authorized to act on behalf of the Class with  
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1 respect to all acts or consents required by, or which may be given, pursuant to the Settlement, and  
2 such other acts reasonably necessary to finalize the Settlement and its terms. Any Class Member  
3 may enter an appearance through his or her own counsel at such Class Member's own expense.  
4 Any Class Member who does not enter an appearance or appear on his or her own behalf will be  
5 represented by Class Counsel.

6 10. The Tribunal confirms Phoenix Settlement Administrators as the Settlement  
7 Administrator.

8 11. The Court orders the following **Implementation Schedule** for further proceedings:  
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10 Preliminary Approval Granted	11 <b>May 30, 2023</b> or _____, 12 2023
13 Deadline for Defendants to provide Class 14 list to Settlement Administrator	15 <b>June 13, 2023</b> (within fourteen (14) calendar 16 days of entry of the Order Granting 17 Preliminary Approval of Settlement) 18 (Settlement ¶ 4.2) or _____, 19 2023.
20 Deadline for Settlement Administrator to 21 mail the Notice	22 <b>June 27, 2023</b> (within fourteen (14) calendar 23 days after receipt of Class Member contact 24 information from Defendants) (Settlement ¶ 25 7.3.2) or _____, 2023.
26 Deadline to Opt-Out or Object and/or 27 dispute the number of workweeks worked	28 <b>August 11, 2023</b> (forty-five (45) calendar days from the date the Notice of Settlement was mailed to Class Members) (Settlement ¶¶ 7.4.1, 7.6.2.) or _____, 2023.

<p>1 Settlement Administrator to provide a 2 declaration of due diligence and proof of 3 mailing with regard to the mailing of the 4 Notice to counsel for all Parties</p>	<p><b>July 21, 2023</b> (at least thirty (30) calendar days before Final Approval Hearing)</p>
<p>5 Deadline to file Final Approval Motion</p>	<p><u>August 30, 2023</u></p>
<p>6 7 Final Approval Hearing</p>	<p><u>September 5, 2023</u> <b>August 22, 2023, at 1:30 p.m.</b></p>
<p>8 9 10 11 Effective Date</p>	<p>The date by which the Court's order granting Final Approval of this Settlement becomes final. Such order becomes final upon the later of (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) 20 days after Notice is provided by Plaintiff to Defendants that the Court entered the order on final approval of the settlement, if there are no objections. (Settlement ¶ 1.19, "Effective Date")</p>
<p>12 13 14 15 16 17 18 19 20 Deadline for Defendant to deposit Gross 21 Settlement Amount plus employer's share of 22 Administrator's Settlement Fund Account</p>	<p>Within fifteen (15) calendar days after the Effective Date. (Settlement ¶ 4.3.)</p>
<p>23 24 25 26 27 28 Deadline for Settlement Administrator to mail or wire all required payments to Class Members, PAGA Settlement Members, Plaintiff, the LWDA, and Class Counsel</p>	<p>Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, and the LWDA PAGA Payment. Within twenty (20) calendar days after Defendants fund the Gross Settlement Amount, the Administration shall</p>

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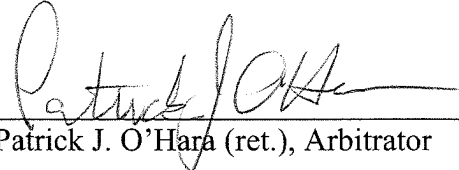
	mail checks for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (Settlement ¶ 4.4.)
Deadline for Class Members to cash settlement checks	One hundred and eighty (180) days from the date of the checks' issuance (Settlement ¶ 4.4.1.)
Deadline for Plaintiff and Settlement Administrator to provide written certification of such completion to the Court and all counsel	TBD

12. In the event that the Effective Date occurs, all Class Members who do not opt out of the Settlement and the Class Representative will be deemed to have forever released and discharged the Released Claims applicable to them as set forth in the Settlement.

13. The Tribunal reserves the right to adjourn or continue the date of the Final Fairness Hearing and all dates provided for in the Settlement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Stipulation.

**IT IS SO ORDERED.**

DATED: 5/30/23

  
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Hon. Patrick J. O'Hara (ret.), Arbitrator