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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

VALERIA RODRIGUEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

JOHN BEAN TECHNOLOGIES
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-20-101913-JEB

[Assigned for all purposes to the Hon. J. Eric
Bradshaw, Dept. J]

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

Date: January 27, 2022

Time: 8:30 a.m.

Dept.: J

Complaint Filed: August 17, 2020

FAC Filed: August 18, 2021

Trial Date: None

1 Plaintiff Valeria Rodriguez (“Plaintiff”)’s Motion for Preliminary Approval of Class
2 Action Settlement came on for hearing on January 27, 2022. Plaintiff and Defendant John Bean
3 Technologies Corporation (“Defendant”) appeared through their respective attorneys of record.
4 The Court has considered the Joint Stipulation for Class Action and PAGA Settlement and
5 Release (“Stipulation” or “Settlement Agreement”), the submissions of counsel, and all other
6 papers filed in this action. The matter having been submitted and good cause appearing thereof,
7 the Court HEREBY FINDS AND ORDERS as follows:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
10 and reasonable to the Class.

11 2. The Class Representative and Defendant (hereafter, “Settling Parties”), through
12 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
13 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
14 defined below and in the Settlement Agreement).

15 3. The Court hereby conditionally certifies the following class for settlement
16 purposes only: All current and former non-exempt hourly employees who performed work in
17 California for the FoodTech division of John Bean Technologies Corporation during the period
18 from April 6, 2016 through August 18, 2021 (the “Class Period”).

19 Should for whatever reason the Settlement Agreement not become Final, the fact that the
20 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
21 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
22 whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Valeria Rodriguez as the Class
24 Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. and
25 William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is
26 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
27 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
28 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance

1 through his or her own counsel at such Class Member's own expense. Any Class Member who
2 does not enter an appearance or appear on his or her own behalf will be represented by Class
3 Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, and appears to be presumptively valid, subject only to any objections that may be
8 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
9 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
10 Members when balanced against the probable outcome of further litigation relating to liability,
11 class certification, and damages issues. It also appears that investigation and research into the
12 claims, liability, and damages have been conducted so that counsel for the Settling Parties are
13 able to reasonably evaluate their respective positions. It appears to the Court that settlement at
14 this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay
15 and risks that would be presented by the further prosecution of the Litigation. It also appears that
16 settlement has been reached as a result of intensive, serious, and non-collusive arm's length
17 negotiations.

18 6. A final fairness and final approval hearing on the question of whether the
19 proposed Settlement Agreement, the allocation of payments to Class Members, attorneys' fees
20 and costs to Class Counsel, the payment to the Settlement Administrator, the payment to the
21 Labor Workforce & Development Agency, and the service payment to the Class Representative
22 should be finally approved as fair, reasonable, and adequate as to the members of the Class is
23 hereby set for _____, 2022 at _____ a.m./p.m. in this Court. The Motion for
24 Final Approval shall be filed by the Class Representative no later than sixteen (16) court days
25 before the final fairness hearing.

26 7. The Court hereby approves, as to form and content, the Notice of Class Action
27 Settlement ("Class Notice") to be sent to Class Members, which is attached herein as **Exhibit A**.
28 The Court finds that distribution of the Class Notice to Class Members substantially in the

1 manner and form set forth in the Settlement Agreement and this Order meets the requirements of
2 due process and shall constitute due and sufficient notice to all parties entitled thereto.

3 8. The Court appoints and designates Phoenix Settlement Administrators as the
4 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
5 approved Class Notice to Class Members using the procedures set forth in the Settlement
6 Agreement.

7 9. Any Class Member may choose to opt out of and be excluded from the Settlement
8 as provided in the Settlement Agreement and Class Notice, and by following the instructions for
9 requesting exclusion. Any person who timely and properly opts out of the Settlement will not be
10 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
11 Any requests for exclusion must be in writing and signed by each such Class Member opting out
12 and must otherwise comply with the requirements delineated in the Class Notice. Class
13 Members who have not requested exclusion by submitting a valid and timely request by the
14 deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
15 Judgment.

16 10. Any Class Member may object to the Settlement Agreement or express his or her
17 views regarding the Settlement Agreement, and may present evidence and file briefs or other
18 papers that may be proper and relevant to the issues to be heard and determined by the Court as
19 provided in the Notice.

20 11. The Court reserves the right to adjourn or continue the date of the Settlement
21 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
22 the Class, and retains jurisdiction to consider all further applications arising out of or connected
23 with the Class Settlement Agreement.

24
25 IT IS SO ORDERED.

26
27 DATED:

28 _____
Honorable J. Eric Bradshaw
Judge of the Superior Court