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YANNET JIMENEZ on behalf of herself and all similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

YANNET JIMENEZ on behalf of herself
and all similarly situated employees,

v.

SAMBRAILO PACKAGING; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV003281

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

Date: June 30, 2023
Time: 8:30 a.m.
Dept: 15

Complaint Filed: December 7, 2020
FAC Filed: April 18, 2023
Trial Date: Not Set

1 Plaintiff Yannet Jimenez's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on June 7, 2023, and a hearing
3 was held before this Court on June 30, 2023. Appearances by counsel for the Parties were
4 noted on the record.

5 The Court has considered the Joint Stipulation and Settlement Agreement of Class
6 Action and PAGA Claims ("Settlement Agreement") and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiff and Defendant Sambrailo Packaging ("Defendant") filed herewith. The Settlement
10 Agreement appears to be fair, adequate, and reasonable to the Settlement 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 all claims in the
13 Litigation on behalf of the Settlement Class (as defined below and in the Settlement
14 Agreement) as a whole.

15 3. The Court hereby approves the following Class for settlement purposes:

16 All current and former non-exempt employees of Defendant who
17 worked for Defendant in California during the Class Period (June
18 10, 2016, through June 9, 2023).

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

22 4. The Court appoints and designates: (a) Plaintiff Yannet Jimenez as Class
23 Representative and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick & Swanston;
24 and Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. as Class Counsel for the
25 Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
26 consents required by, or which may be given, pursuant to the Settlement Agreement, and such
27 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any
28 Settlement Class Member may enter an appearance through his or her own counsel at such

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

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

17 6. A final fairness hearing on the question of whether the proposed Settlement
18 Agreement, allocation of payments to Settlement Class Members, attorneys' fees and costs to
19 Class Counsel, payment to the Settlement Administrator, payment of PAGA penalties to the
20 Labor and Workforce Development Agency and PAGA Group, and Class Representative
21 Service Payment should be finally approved as fair, reasonable, and adequate as to the
22 members of the Settlement Class is hereby set for _____ at 8:30 a.m.
23 in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Pendency of
25 Class Action ("Notice") to be sent to Settlement Class Members, which is attached as **Exhibit**
26 **A** to the Settlement Agreement. The Court finds that distribution of the Notice to Settlement
27 Class Members substantially in the manner and form set forth in the Settlement Agreement
28 and this Order meets the requirements of due process and shall constitute due and sufficient

1 notice to all parties entitled thereto.

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

6 9. Any Settlement Class Member may choose to opt out of and be excluded from
7 the settlement as provided in the Settlement Agreement and Notice and by following the
8 instructions for requesting exclusion. However, there is no opt out from the Released PAGA
9 Claims. Aside from the Released PAGA Claims, any person who timely and properly opts out
10 of the settlement will not be bound by the Settlement Agreement or have any right to object,
11 appeal, or comment thereon. Any request for exclusion must be in writing and signed by each
12 such Settlement Class Member opting out and must otherwise comply with the requirements
13 delineated in the Notice. Settlement Class Members who have not requested exclusion by
14 submitting a valid and timely request by the deadline shall be bound by all determinations of
15 the Court, the Settlement Agreement, and Judgment.

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

20 11. Any portion of the settlement not cashed by a Settlement Class Member within
21 one hundred eighty (180) days from the date of issuance of the check shall be entirely paid to
22 the Watsonville Law Center, after all payments for the Settlement Administrator's fees and
23 expenses, Plaintiff's Service Payment, Class Counsel's attorneys' fees and costs, and PAGA
24 penalties have been fully paid. The Watsonville Law Center is approved as a *cy pres* recipient.

25 12. The Motion for Final Approval shall be filed by the Class Representative no
26 later than sixteen (16) court days before the Settlement Fairness Hearing.

27 13. The Court reserves the right to adjourn or continue the date of the Settlement
28 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice

1 to the Settlement Class, and retains jurisdiction to consider all further applications arising out
2 of or connected with the Class Settlement Agreement.

3 IT IS SO ORDERED.

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5 DATED: _____

6 HON. THOMAS W. WILLS
7 SUPERIOR COURT OF CALIFORNIA
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