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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JAMIE KENNEDY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: MSC21-00272

[Assigned for all purposes to the Hon. E. Weil,
Department 39]

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

Date: TBD
Time: 9:00 A.M.
Dept: 39

Complaint Filed: February 16, 2021
Trial Date: Not Set

1 Plaintiff Jamie Kennedy's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on August 1, 2022, and a hearing
3 was held before this Court on _____, 2022. Appearances for Plaintiff and Defendant
4 Univar Solutions USA Inc. ("Defendant") were noted on the record.

5 Having considered the Joint Stipulation of Class Action Settlement ("Stipulation" or
6 "Settlement Agreement") and all other papers filed in this action, the Court HEREBY FINDS
7 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, have reached an agreement to settle the class and PAGA claims in the
13 case as set forth in the Settlement Agreement, on behalf of the Class (as defined below and in the
14 Settlement Agreement).

15 a. All non-union former non-exempt California employees of Defendant who
16 were paid sick pay wages and non-discretionary incentive wages, including, but not limited to,
17 job premium and/or shift differential wages, in the same workweek during their employment and
18 whose employment ended at any time between August 22, 2017, and the date of preliminary
19 approval of the Settlement (the "Class").

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

24 4. The Court appoints and designates: (a) Plaintiff Jamie Kennedy as the Class
25 Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. and
26 William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is
27 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
28 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to

1 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
2 through his or her own counsel at such Class Member's own expense. Any Class Member who
3 does not enter an appearance or appear on his or her own behalf will be represented by Class
4 Counsel.

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

18 6. The Court hereby approves the following dates:

Description	Date
Class Information to Settlement Administrator	14 calendar days after the Court grants preliminary approval
Class Notice Distribution	14 calendar days after receiving Class Information
Opt Out/Written Objection Deadline	45 calendar days after initial Class Notice distribution
Opt Out/Written Objection Deadline (for re-mailed notices)	15 calendar days extension for re-mailed notices
Final Approval Filing Deadline	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2022, at ____ A.M.

27 A final fairness hearing on the question of whether the proposed Settlement Agreement,
28 the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the

1 payment to the Settlement Administrator, the payment to the Labor Workforce & Development
2 Agency, and the service payment to the Class Representative should be finally approved as fair,
3 reasonable, and adequate as to the members of the Class is hereby set for _____, 2022,
4 at ____ a.m. in this Court. The Motion for Final Approval shall be filed by the Class
5 Representative no later than sixteen (16) court days before the final fairness hearing.

6 7. The Court hereby approves, as to form and content, the Notice of Class Action
7 Settlement (“Class Notice”) to be sent to Class Members, which is attached herein as **Exhibit A**.
8 The Court finds that distribution of the Class Notice to Class Members substantially in the
9 manner and form set forth in the Settlement Agreement and this Order meets the requirements of
10 due process and shall constitute due and sufficient notice to all parties entitled thereto.

11 8. The Court appoints and designates Phoenix Settlement Administrators as the
12 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
13 approved Class Notice to Class Members using the procedures set forth in the Settlement
14 Agreement.

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

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

27 11. 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 to

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

3 IT IS SO ORDERED.

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5 DATED: _____

6 HON. E. WEIL
7 SUPERIOR COURT OF CALIFORNIA
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