

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder, Esq. (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

IKEYEE JACKSON, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SAMUEL, SON & CO. (USA) INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CVRI2101679

(Assigned to the Honorable Sunshine Sykes,
Dept. 6)

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

Date: July 13, 2022
Time: 8:30 a.m.
Dept.: 6

Reservation ID: 857359202946

Complaint Filed: March 30, 2021

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on April 19, 2022, and a hearing was held before this Court
3 on July 13, 2022.

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

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant filed herewith. The Stipulation of Class Action Settlement and Release
9 ("Settlement Agreement") appears to be fair, adequate, and reasonable to the Class;

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
11 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
12 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

13 3. The Court hereby conditionally certifies the following Class for settlement
14 purposes only:

15 All current and former employees of Defendant in the State of
16 California who were paid shift differential and/or shift premium
17 wages at any time between November 1, 2020, through June 11,
18 2021.

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 Ikeyee Jackson as the Class
24 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
25 Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.
26 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
27 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
28 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member

1 may enter an appearance through his or her own counsel at such Class Member's own expense.
2 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
3 represented by Class 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 and damages issues. It also appears that investigation, research, and court proceedings have been
12 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective
13 positions. It appears to the Court that settlement at this time will avoid substantial additional
14 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
15 further prosecution of the Litigation. It also appears that settlement has been reached as a result
16 of intensive, serious, and non-collusive arm's-length negotiations.

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

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

1 8. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to members of the
3 Settlement Class constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
5 giving notice complies fully with the requirements of the California Code of Civil Procedure
6 section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the
7 California and United States Constitutions, and other applicable law.

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

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

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

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

27 //

28 //

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Member information to the Settlement Administrator	<i>[within fourteen (14) calendar days of the Court granting preliminary approval of the Settlement Agreement]</i>
Settlement Administrator to mail Class Notice, Request for Exclusion, and Objection Form to Class Members	<i>[within five (5) business days of receipt of the Class Information from Defendant]</i>
Deadline for Class Members to request exclusion from, submit dispute, or object to the Settlement	<i>[sixty (60) days after the Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class Members]</i>
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement	<i>[16 court days prior to Settlement Fairness Hearing]</i>
Settlement Fairness Hearing	<i>[date selected by the Court]</i>

14. Pending the Settlement Fairness Hearing, all proceedings in this action, other than proceeding necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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

IT IS SO ORDERED.

DATED: _____

HON. SUNSHINE SYKES
SUPERIOR COURT OF CALIFORNIA