

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

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

RICARDO RODRIGUEZ-ALVAREZ, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

NORTHWEST CONFECTIONS
CALIFORNIA, LLC, a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 34-2021-00300622-CU-OE-GDS

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

Date: January 4, 2023

Time: 9:00 a.m.

Dept.: 54

Reservation No.: 2690543

Complaint Filed: May 12, 2021

FAC Filed: June 11, 2021

Trial Date: None

1 Plaintiff Ricardo Rodriguez-Alvarez's ("Plaintiff") application for an Order Granting
2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement was filed with the Court
3 on December 9, 2022, and a hearing was held before this Court on January 4, 2023.

4 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
5 ("Agreement" or "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 Northwest Confections California, LLC ("Defendant") filed herewith.
9 The 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 the class and PAGA
12 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
13 defined below and in the Settlement Agreement).

14 3. The Court hereby conditionally certifies the following Class for settlement
15 purposes only: all current and former non-exempt employees of Defendants who were employed
16 in the State of California at any time during the Class Period (the period commencing on May
17 12, 2017, and ending on September 19, 2022).

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

22 4. The Court appoints and designates: (a) Plaintiff Ricardo Rodriguez-Alvarez as the
23 Class Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C.
24 and Kelsey A. Webber of Webber Law Group as Class Counsel for the Class. Class Counsel is
25 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
26 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
27 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
28 through his or her own counsel at such Class Member's own expense. Any Class Member who

1 does not enter an appearance or appear on his or her own behalf will be represented by Class
2 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 by Class Members. It appears to the Court on a preliminary basis that the settlement is
8 fair, adequate, and reasonable as to all potential Class Members when balanced against the
9 probable outcome of further litigation relating to liability and damages issues. It also appears that
10 substantial investigation and research have been conducted so that counsel for the Settling
11 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
12 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
13 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
14 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
15 arm's length negotiations facilitated by an experienced and neutral mediator.

16 6. A Final Approval Hearing on the question of whether the proposed Settlement
17 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
18 to Class Counsel, settlement administration payment to the Settlement Administrator, payment to
19 the Labor Workforce and Development Agency, payment to PAGA Members, and Class
20 Representative incentive payment should be finally approved as fair, reasonable, and adequate as
21 to the members of the Class is hereby set for _____ at _____ in this
22 Court.

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

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

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

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

18 11. The Motion for Final Approval shall be filed by the Class Representative no later
19 than sixteen (16) court days before the Final Approval Hearing.

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

24 **IT IS SO ORDERED.**

25
26 DATED: _____

HON. CHRISTOPHER E. KRUEGER
SUPERIOR COURT OF CALIFORNIA