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

KANEISHA KINGSBURY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CARAVAN FOODS II, INC., a corporation;
STERLING BV, INC., a corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. RG21096357

CLASS ACTION

[Assigned to: Hon. Brad Seligman, Dept. 23]

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

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; and Declaration of
Justin F. Marquez in Support of Plaintiff's
Motion for Preliminary Approval of Class
Action Settlement]

PRELIMINARY APPROVAL HEARING

Date: September 13, 2022

Time: 3:00 p.m.

Dept: 23

RESERVATION ID: 570158273872

1 The Court has before it Plaintiff Kaneisha Kingsbury's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the Stipulated
4 Settlement Agreement and Release of Claims (which is referred herein as the "Settlement" or
5 "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Caravan Foods
11 II, Inc. ("Defendant"), attached to the Declaration of Justin F. Marquez in Support of Plaintiff's
12 Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court. The Court notes that Defendant has
15 agreed to create a common fund of \$1,250,000.00 to cover: (a) settlement payments to the class
16 members who do not validly opt out; (b) a \$10,000.00 payment for the settlement of claims for
17 penalties under the Private Attorneys General Act ("PAGA"), with 75% of which (\$7,500.00)
18 being paid to the State of California, Labor & Workforce Development Agency ("LWDA") and
19 25% (\$2,500) being paid to the PAGA Members; (c) the Class Representative service payment
20 of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of
21 the Gross Fund Value Amount (\$416,666.67), and up to \$20,000.00 in costs for actual litigation
22 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
23 \$14,500.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
27 and reasonable to the class members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A Final Fairness Hearing on the question of whether the proposed settlement,
9 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
10 of claims for penalties under PAGA, and the class representative's enhancement award should
11 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
12 in accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Settlement Class"): all current and former non-exempt, hourly paid employees who were
15 employed by Caravan in the State of California at any time from April 9, 2017 to June 7, 2022.

16 6. Plaintiff is granted leave to file a Second Amended Class and Representative
17 Action Complaint, adding a cause of action for civil penalties under PAGA and removing
18 Sterling BV, Inc. as a defendant (while simultaneously dismissing Sterling BV, Inc. from the
19 action).

20 7. The Settlement Period means the period from April 9, 2017 to June 7, 2022.

21 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
24 questions of law and fact that are common, or of general interest, to the Settlement Class, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests
27 of the Settlement Class; and (5) a class action is superior to other available methods for the fair
28 and efficient adjudication of the controversy.

1 9. The Court appoints as Class Representative, for settlement purposes only,
2 Plaintiff Kaneisha Kingsbury. The Court further preliminarily approves Plaintiff's ability to
3 request an incentive award up to \$10,000.00.

4 10. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
5 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
6 attorneys' fees of up to one-third of the Total Settlement Amount (\$416,666.67), and costs not
7 to exceed \$20,000.00.

8 11. The Court appoints CPT Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$14,500.00.

10 12. The Court approves, as to form and content, the Notice of Pendency of Putative
11 Class Action, Proposed Settlement and Hearing Date for Court Approval (the "Class Notice"),
12 attached as Exhibit A to the Settlement Agreement. The Court finds, on a preliminary basis,
13 that the plan for distribution of the Class Notice to Settlement Class Members satisfies due
14 process, provides the best notice practicable under the circumstances, and shall constitute due
15 and sufficient notice to all persons entitled thereto.

16 13. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 14. Any member of the Settlement Class who does not timely and validly request
19 exclusion from the Settlement may object to the Settlement Agreement.

20 15. The Court orders the following Implementation Schedule:

21		
22	Defendant to provide Class List to the	
23	Settlement Administrator, as defined in the	Within 7 business days of the Court's
24	Settlement Agreement	Preliminary Approval Order
25	Settlement Administrator to mail the Class	Within 14 calendar days of receiving the
26	Notice	Class List
27	Response Deadline (Opt-out or Dispute	No later than 30 days after the date the
28	Workweeks)	Settlement Administrator initially mails the

	Class Notice
Deadline to Provide Written Objections, if any	No later than 30 days after the date the Settlement Administrator initially mails the Class Notice
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiff
Final Approval Hearing	January/February __, 2023 at ____ a.m./p.m., or first available date thereafter, in Department 23

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Brad Seligman
Alameda County Superior Court

Kingsbury v. Caravan Foods II, Inc., et al.
RG21096357

[illegible]

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On August 24, 2022, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Lindsay Hutner (SBN 238998)
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Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **August 24, 2022**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name


Signature