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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SALVADOR VENEGAS and SERGIO LAINEZ, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of the State of California, as private attorney generals,

Plaintiff,

vs.

WWF OPERATING COMPANY, LLC, a Limited Liability Company; DANONE NORTH AMERICA PUBLIC BENEFIT CORPORATION, a Corporation; DANONE US, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **21STCV20991**
[Consolidated with Case No. 21PSCV00643 and Case No. 21PSCV01017]

[PROPOSED] PRELIMINARY APPROVAL ORDER

Hearing Date: May 10, 2023
Hearing Time: 9:00 a.m.

Judge: Hon. Maren Nelson
Dept.: 17

Action Filed: June 4, 2021
Trial Date: Not yet set

This matter came before the Honorable Maren Nelson of the Superior Court of the State of California, in and for the County Los Angeles, on May 10, 2023, for hearing on the unopposed motion by Plaintiffs Salvador Venegas and Plaintiff Sergio Lainez (collectively, "Plaintiffs") for preliminary approval of the Settlement with Defendants WWF Operating Company, LLC, Danone

PRELIMINARY APPROVAL ORDER

1 North America Public Benefit Corporation and Danone US, LLC (“Defendants”). The Court,
2 having considered the briefs, argument of counsel and all matters presented to the Court and good
3 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
4 Settlement.

5
6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action and PAGA Settlement
8 Agreement (“Agreement” or “Settlement”) attached as Exhibit #1 to the Declaration of Kyle
9 Nordrehaug in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.
10 This is based on the Court’s determination that the Settlement set forth in the Agreement is within
11 the range of possible final approval, pursuant to the provisions of Section 382 of the California
12 Code of Civil Procedure and California Rules of Court, rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. The Gross Settlement Amount that Defendants shall pay is One Million Two-
16 Hundred Fifty Thousand Dollars (\$1,250,000). It appears to the Court on a preliminary basis that
17 the settlement amount and terms are fair, adequate and reasonable as to all potential Class
18 Members when balanced against the probable outcome of further litigation and the significant
19 risks relating to certification, liability and damages issues. It further appears that investigation and
20 research have been conducted such that counsel for the Parties are able to reasonably evaluate
21 their respective positions. It further appears to the Court that the Settlement will avoid substantial
22 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
23 further prosecution of the Action. It further appears that the Settlement has been reached as the
24 result of serious and non-collusive, arms-length negotiations.

25 4. The Court preliminarily finds that the Settlement appears to be within the range of
26 reasonableness of a settlement that could ultimately be given final approval by this Court. The
27 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
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1 preliminarily finds that the monetary settlement awards made available to the Class is fair,
2 adequate, and reasonable when balanced against the probable outcome of further litigation and the
3 significant risks relating to certification, liability, and damages issues.

4 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$53,000, and a
6 proposed Class Representative Service Payment to the two Plaintiffs in an amount not to exceed
7 \$10,000 each, which is \$20,000 in total for the two named Plaintiffs. The Court will not approve
8 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
9 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
10 including lodestar, prior to final approval.

11 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
12 representative treatment and certification of a class for settlement purposes only. This stipulation
13 will not be deemed admissible in this or any other proceeding should this Settlement not become
14 final. For settlement purposes only, the Court conditionally certifies the following Class: "all
15 individuals who are or previously were employed by Defendants WWF Operating Company,
16 LLC, Danone North America Public Benefit Corporation and Danone US, LLC in California who
17 were classified as hourly, non-exempt employees at any time during the Class Period." The Class
18 Period is from June 4, 2017 through August 5, 2022.

19 7. The Court concludes that, for settlement purposes only, the Class meets the
20 requirements for certification under section 382 of the California Code of Civil Procedure in that:
21 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
22 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
23 community of interest amongst the members of the Class with respect to the subject matter of the
24 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
25 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
26 class action is superior to other available methods for the efficient adjudication of this controversy;

1 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
2 adequate representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Edwin Aiwasian, Arby Aiwasian, and
6 Joanna Ghosh of Lawyers *for* Justice, P.C. as Class Counsel for the Class.

7 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
8 Amount of \$25,000, which shall be allocated \$18,750 to the Labor & Workforce Development
9 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
10 Agreement pursuant to the PAGA and \$6,250. “Aggrieved Employees” are all individuals who
11 are or previously were employed by Defendants WWF Operating Company, LLC, Danone North
12 America Public Benefit Corporation and Danone US, LLC in California who were classified as
13 hourly, non-exempt employees at any time during the PAGA Period. The PAGA Period is from
14 June 4, 2020 through August 5, 2022. Pursuant to Labor Code section 2699, subdivision (l)(2),
15 the LWDA will be provided notice of the Agreement and these settlement terms. The Court finds
16 the PAGA Penalties to be reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to the
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
20 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
21 and opportunity to object to the Settlement. The Court further finds that the distribution of the
22 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
23 the requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice by first class mail, both in English and Spanish, pursuant to the terms set forth in
26 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
27 Administrator will promptly search for a more current address for the Class Member and re-mail
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1 the Class Notice Packet to any new address for the Class Member no later than seven (7) business
2 days after the receipt of the undelivered Class Notice. The Administrator will also email a copy of
3 the re-mailed Class Notice to the Class Member if there is an available email address in the Class
4 Data.

5 11. The Court hereby appoints ILYM Group as the Administrator. No later than
6 fourteen (14) days after this Order, Defendants will provide to the Administrator an electronic
7 database containing the Class Data. The Administrator will perform address updates and
8 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
9 possible, and in no event later than fourteen (14) days after receiving the Class Data, the
10 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
11 Mail to their last known address.

12 12. The Court hereby preliminarily approves the proposed procedure for exclusion
13 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
14 from the Class as provided in the Class Notice by following the instructions for requesting
15 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
16 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
17 the Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response
18 Deadline for requests for exclusion will be extended an additional fourteen (14) days. An Request
19 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
20 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
21 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
22 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
23 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
24 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
25 group, class, or subclass of individuals is not permitted and will be deemed invalid.

26 13. Any Class Member who has not opted out may appear at the final approval hearing
27 and may object or express the Member's views regarding the Settlement, and may present
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1 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
2 and determined by the Court as provided in the Notice. Class Members will have until the
3 Response Deadline to submit their written objections to the Administrator. Written objections
4 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
5 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
6 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
7 Hearing to make an oral objection.

8 14. A final approval hearing shall be held before this Court on _____
9 _____ at _____ in Department 17 at the Spring Street Courthouse of the Los
10 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'
11 fees and costs, and to determine all necessary matters concerning the Settlement, including:
12 whether the proposed settlement of the Action on the terms and conditions provided for in the
13 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
14 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
15 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
16 Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
17 expenses of the Administrator. All papers in support of the motion for final approval and the
18 motion for attorneys' fees, costs and service awards shall be filed with the Court and served on all
19 counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at
20 this final approval hearing.

21 15. Neither the Settlement nor any exhibit, document, or instrument delivered
22 thereunder shall be construed as a concession or admission by Defendants in any way that the
23 claims asserted have any merit or that this Action was properly brought as a class or representative
24 action, and shall not be used as evidence of, or used against Defendants as, an admission or
25 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
26 omission by Defendants or with respect to the truth of any allegation asserted by any person.
27 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
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1 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
2 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
3 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
4 evidence of a presumption, concession, indication or admission by Defendants of any liability,
5 fault, wrongdoing, omission, concession or damage.

6 16. In the event the Settlement does not become effective in accordance with the terms
7 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
8 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
9 and the Parties shall revert to their respective positions as of before entering into the Agreement,
10 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
11 including all available defenses and affirmative defenses, and arguments that any claim in the
12 Action could not be certified as a class action and/or managed as a representative action . In such
13 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
14 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
15 the Agreement with respect to the effect of the Agreement if it is not approved.

16 17. The Court reserves the right to adjourn or continue the date of the final approval
17 hearing and all dates provided for in the Agreement without further notice to Class Members, and
18 retains jurisdiction to consider all further applications arising out of or connected with the
19 proposed Settlement.

20 **IT IS SO ORDERED.**

21 Dated: _____

22 _____
23 HON. MAREN NELSON
24 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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