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7 *Attorneys for Plaintiff, the Putative Class, and the*
8 *State of California on behalf of Aggrieved Employees*

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12 **UNITED STATES DISTRICT COURT**
13 **EASTERN DISTRICT OF CALIFORNIA**
14 **BAKERSFIELD DIVISION**

15 EMMANUEL SALINAS, on behalf of himself
16 and the Class members,

17 Plaintiff,

18 v.

19 NESTLÉ PURINA PETCARE COMPANY;
NESTLÉ USA, INC.,

20 Defendants.
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Case No.: 1:21-CV-01140-JLT-CDB

Judge: Hon. Jennifer L. Thurston

Magistrate Judge: Hon. Christopher D. Baker

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
PLAINTIFFS AMENDED CLASS ACTION
AND PAGA SETTLEMENT**

1 Plaintiffs Renewed Motion for Preliminary Approval of a Class Action and PAGA
2 Representative Action Settlement, came on for hearing before this Court, the Hon. Jennifer L.
3 Thurston presiding, on October 1, 2024 at 9:00 a.m. Defendants in this Action do not oppose the
4 motion. The Court, having considered the papers submitted in support of the motion and the renewed
5 motion and having heard oral argument of the parties, HEREBY ORDERS THE FOLLOWING:

6 1. The Court GRANTS preliminary approval of the settlement based upon the terms set
7 forth in the “Joint Stipulation of Settlement and Release” as attached as Exhibit 1 to the Declaration
8 of Carolyn H. Cottrell in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
9 Settlement (the “Joint Stipulation of Settlement”) and as amended by the “Amendment to Class
10 Action Settlement” as attached as Exhibit 1 to the Declaration of Ori Edelstein set forth herein.
11 Capitalized terms in this Order shall have the definitions set forth in the Joint Stipulation of
12 Settlement as amended.

13 2. The Court hereby preliminarily certifies a Settlement Class, a representative action
14 on behalf of PAGA Employees as described in the Joint Stipulation of Settlement, pursuant to the
15 terms and conditions of the Joint Stipulation of Settlement and solely for the purposes set forth
16 therein. The “Settlement Class” is defined as: All persons employed by Defendant in a Job Position
17 at any time during the Class Period. The Settlement Class shall include any heirs, successors, or
18 assigns or purported assigns of the above-described persons. “Job Position” means any non-exempt
19 hourly or non-exempt salaried California job position with Defendant. The “Class Period” means the
20 time period from and including January 29, 2017 through and including February 5, 2023. The
21 “PAGA Employees” on whose behalf the claims under the Private Attorneys General Act are
22 resolved are defined as: all persons who worked in a Job Position at any time from January 29, 2020
23 through and including February 5, 2023.

24 3. The Court hereby finds on a preliminary basis that: (1) the settlement amount is fair
25 and reasonable to the members of the Settlement Class when balanced against the probable outcome
26 of further litigation relating to class certification, liability and damages issues, and appeals; (2)
27 significant discovery, investigation, research, and litigation have been conducted such that counsel
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1 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at
2 this time will avoid substantial costs, delay, and risks that would be presented by the further
3 prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of
4 intensive, serious, and non-collusive, arms-length negotiations between the Parties. Accordingly, the
5 Court preliminarily finds that the Settlement was entered into in good faith.

6 4. The Court approves, as to form and content, the Notice of Class Action and PAGA
7 Representative Settlement (the “Class Notice”) in the form attached to the Amendment to the Class
8 Action Settlement as Exhibit A. The Court finds that this document fully and accurately apprises
9 Settlement Class Members and PAGA Employees of the material elements of the proposed
10 Settlement, of their rights under the Settlement, including their right to be excluded from the
11 Settlement and their right and opportunity to object to the Settlement. The Court further finds that
12 the Class Notice constitutes the best notice practicable under the circumstances and is in full
13 compliance with the applicable laws and the requirements of due process.

14 5. The Court directs the distribution of the Notice of Class Action and PAGA
15 Representative Settlement in accordance with the schedule and procedures set forth in the Joint
16 Stipulation of Settlement. The Parties are authorized to make non-substantive changes to the
17 proposed Class Notice that are consistent with the terms of the Settlement and this Order.

18 6. The Court hereby approves the proposed procedure for Class Members to request
19 exclusion, which is to submit a written statement requesting exclusion to the Settlement
20 Administrator during the time period permitted pursuant to the Settlement. Any Class Member who
21 submits a written exclusion shall not be Participating Individual, shall be barred from participating
22 in the Rule 23 component of the Settlement, and shall receive no benefit from the Rule 23 component
23 of the Settlement. Settlement Class Members shall be given the full opportunity to object to the Rule
24 23 component of the proposed Settlement and request for attorneys’ fees, and to participate at the
25 Final Approval Hearing.

26 7. The Court authorizes the retention of and appoints ILYM Services, Inc. as the
27 Settlement Administrator for the purpose of the Settlement, with reasonable administration costs

1 estimated to be \$10,050.

2 8. For purposes of settlement, the Court finds Carolyn H. Cottrell, Ori Edelstein, and
3 Laurel N. Holmes of Schneider Wallace Cottrell Konecky LLP have adequately represented the
4 Settlement Class and are preliminarily appointed as Class Counsel and counsel for the PAGA
5 Employees subject to the Final Approval Hearing.

6 9. For settlement purposes only, the Court preliminarily (and subject to the Final
7 Approval Hearing) finds that Plaintiff Emmanuel Salinas and Plaintiff Fred Johnson (“Plaintiffs”)
8 are adequate representatives of the Settlement Class and PAGA Employees and appoints them as
9 such.

10 10. A Final Approval Hearing is scheduled for _____ at ____:____ a.m. at
11 the Bakersfield Federal Courthouse, 510 19th Street, Suite 200, Bakersfield, CA 93301. The
12 purpose of such hearing will be to: (a) determine whether the Joint Stipulation of Settlement should
13 finally be approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness
14 of Class Counsel’s request for attorneys’ fees and costs; (c) determine the reasonableness of the class
15 representative enhancement fee; and (d) order entry of Judgment in the Action.

16 11. Not later than ____ court days before the Final Approval Hearing, Class Counsel shall
17 file brief(s) requesting final approval of the settlement, an award of reasonable attorneys’ fees and
18 costs, and an award of reasonable class representative enhancement fees to the representative of the
19 Settlement Class. All other dates shall be as established by the Joint Stipulation of Settlement.

20 12. Class Counsel shall provide a copy of the Judgment of Final Approval of Class
21 Action Settlement to the Labor and Workforce Development Agency within ten (10) days after entry
22 of that Judgment.

23 13. Accordingly, GOOD CAUSE APPEARING, the Court hereby approves the
24 proposed Class Notice and adopts the following dates and deadlines:

25 Deadline for Defendant to provide the
26 Settlement Administrator with the Class List

Within ten (10) business days after entry of the
Preliminary Approval Order.

1	Deadline for the Settlement Administrator to Mail the Class Notice to Settlement Class Members	Within fifteen (15) business days after the Settlement Administrator receives the Class List.
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5	Deadline for Settlement Class Members to postmark requests to opt-out or file objections to the Settlement (the “Deadline Date”)	Sixty (60) calendar days after the Settlement Administrator has postmarked the Class Notice for mailing to Settlement Class Members, or within fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected address for that Settlement Class Member, whichever is later.
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10	Deadline for the Settlement Administrator to provide all counsel with a complete list of all Participating Class Members, of all Opt Outs, and of any written objections	No later than fifteen (15) calendar days after the Deadline Date.
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12	Deadline for filing of the Final Approval Motion	Approximately twenty-five (25) calendar days after the Deadline Date, as provided above.
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14	Final Approval Hearing	As provided above.
15	Effective Date	The date on which the District Court’s judgment approving the Joint Stipulation of Settlement becomes “Final.” The judgement becomes “Final” when the period for appealing or seeking higher court review of the settlement approval and Final Class Judgement has expired, or that any filed appeals or other requests for review have been resolved without right to further appeals or review.
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21	Deadline for Defendant to pay the Maximum Settlement Amount and Employer’s Share of Taxes to the Settlement Administrator	Within ten (10) business days after the Effective Date.
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23	Deadline for Settlement Administrator to make payments under the Settlement to Participating Individuals, the LWDA, Class Representative, Class Counsel, and itself	Within twenty (20) business days after the Effective Date.
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26	Check-cashing deadline	One hundred eighty (180) calendar days from the date of issuance of the check.
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Deadline for the Settlement Administrator to send a reminder notice to Participating Class Members and PAGA employees who have not cashed their checks	Within ninety (90) calendar days from the mailing of the check.
Deadline for the Settlement Administrator to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	As soon as practicable.
Deadline for the Settlement Administrator to remit uncashed check funds to the Unclaimed Property Fund	As soon as practicable.
Deadline for Plaintiff to file a Post-Distribution Accounting Report	As soon as practicable.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in the Action, except those contemplated herein and in the Settlement, are stayed, and all deadlines are vacated.

15. If for any reason the Court does not execute and file a Final Approval Order and Judgment, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void.

16. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Settlement Class.

Dated: _____

Hon. Jennifer L. Thurston
U.S. District Judge, Eastern District of California