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and all others similarly situated and aggrieved

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

ADALBERTO PEREZ, JOSEPH MITCHELL,
JULIO A. VASQUEZ, ALFREDO RIVERA,
an individual and on behalf of all others
similarly situated,

Plaintiffs

v.

HOLLANDIA FARMS, INC., a California
corporation; HOLLANDIA FARMS NORTH,
INC., a California corporation; HOLLANDIA
DAIRY, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22C-0302

[Assigned to the Hon. Robert S. Burns in Dept.
2]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

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all others similarly situated and aggrieved

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2 This Court, having considered the Motion of plaintiffs Adalberto Perez, Joseph Mitchell,
3 Julio A. Vasquez, Alfredo Rivera (“Plaintiffs”) for Preliminary Approval of Class and
4 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only
5 (“Motion for Preliminary Approval”), the declarations in support, the Class and PAGA Settlement
6 Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed Notice of
7 Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other
8 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
9 **ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members,” “Class Members”) for the purpose of settlement only: all persons employed by
14 any of the defendants Hollandia Farms, Inc., Hollandia Farms North, Inc., and Hollandia Dairy, Inc
15 (collectively, “Defendants”) in California and classified as a non-exempt, hourly-paid employee
16 who worked for any of the Defendants during the period the period from October 20, 2017, through
17 the date the Court grants preliminary, unless modified pursuant to Paragraph 8.2 of the Agreement
18 (“Class Period”).

19 3. The Court preliminarily appoints the named plaintiffs Adalberto Perez, Joseph
20 Mitchell, Julio A. Vasquez, Alfredo Rivera (“Plaintiffs”) as Class Representative, and David D.
21 Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., Jasmin K. Gill and Ashlie E. Fox of J.
22 Gill Law Group, P.C., David Yeremian of David Yeremian & Associates, Inc., and Roman
23 Shkodnik, Enoch J. Kim, Emma Geesaman, and Norayr Zakaryan of D.Law, Inc., as Class Counsel.

24 4. The Court preliminarily approves the proposed class settlement upon the terms and
25 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
26 settlement appears to be within the range of reasonableness of settlement that could ultimately be
27 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
28 amount is fair, adequate, and reasonable as to all potential class members when balanced against the

1 probable outcome of further litigation relating to liability and damages issues. It further appears that
2 extensive and costly investigation and research has been conducted such that counsel for the parties
3 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
4 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
5 delay and risks that would be presented by the further prosecution of the Action. It further appears
6 that the settlement has been reached as the result of intensive, non-collusive and arms-length
7 negotiations utilizing an experienced third-party neutral.

8 5. The Court approves, as to form and content, the Class Notice that has been submitted
9 herewith.

10 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
11 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
12 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
13 with the requirements of law and appears to be the best notice practicable under the circumstances.

14 7. The Court hereby preliminarily approves the definition and disposition of the Gross
15 Settlement Amount of \$2,450,000.00, which is inclusive of: attorneys' fees of up to thirty-five
16 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement,
17 amounts to \$857,500.00, in addition to actual costs incurred of up to \$100,000.00; service awards
18 of up to \$7,500.00 to each of the four Plaintiffs (totaling up to \$30,000.00); costs of settlement
19 administration of no more than \$15,000.00; and Private Attorneys General Act of 2004 ("PAGA")
20 penalties in the amount of \$50,000.00, of which \$37,500.00 (75%) will be paid to the Labor and
21 Workforce Development Agency ("LWDA") and \$12,500.00 (25%) to "Aggrieved Employees,"
22 defined as all persons employed by any of the Defendants in California and classified as a non-
23 exempt, hourly-paid employee who worked for any of the Defendants during the period from
24 October 20, 2020 through the end of the Class Period . ("PAGA Period").

25 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
26 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
27 Settlement Amount.

28 9. Class Member's "Workweek" shall mean any week during which a Class Member

1 worked for any of the Defendants for at least one day during the Class Period, based on the Class
2 Data. “Class Data” means Class Member identifying information in Defendant’s’ custody,
3 possession, or control, including the Class Member’s (a) full name; (b) last-known mailing address;
4 (c) social security number; and (d) hire date and, re-hire date (as applicable), and termination date(s)
5 (as applicable).

6 10. Based on its records, Defendants represent that there are no more than 95,000
7 Workweeks worked during the Class Period. If the number of Workweeks worked by Class
8 Members exceeds 95,000 by 10% by Preliminary Approval (i.e., 104,500), (“the Pro Rata Increase
9 Threshold”), the Gross Settlement Amount will increase pro rata per additional Workweek above
10 104,500 (e.g., $95,000 + [.1 * 95,000]$), but only to the extent Defendants do not choose a date earlier
11 than Preliminary Approval as the end of the Class Period to avoid any pro rata increase. If the Pro
12 Rata Increase Threshold is triggered, Defendants shall have the exclusive right to end the Class
13 Period on the date the number of Workweeks reaches 104,500. The PAGA Period shall end on the
14 same date as the Class Period, regardless of whether Defendants choose to end the Class Period or
15 pay the pro rata increase. Thus, for example, should the number of Workweeks during the Class
16 Period increase by 11% (i.e., 10,450 Workweeks), and Defendants elect to increase the Gross
17 Settlement Amount, then the Gross Settlement Amount shall be increased by 1% (i.e., \$24,500 for
18 an increased Gross Settlement Amount of \$2,474,500).

19 11. The Court deems Phoenix Class Action Administration Solutions (“Phoenix” or
20 “Settlement Administrator”), the settlement administrator, and preliminarily approves payment of
21 administrative costs, not to exceed \$15,000.00 out of the Gross Settlement Amount for services to
22 be rendered by Phoenix on behalf of the class.

23 12. Not later than 30 days after the Court grants Preliminary Approval of the Settlement,
24 Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet.

25 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
26 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
27 and restrict access to the Class Data to Administrator’s employees who need access to the Class
28 Data to effect and perform under this Agreement.

1 14. Before mailing Class Notices, the Administrator shall update Class Members' addresses
2 using the National Change of Address database.

3 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
4 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with
6 Spanish translation.

7 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
8 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) mail Requests for Exclusion from the Settlement; (b) mail challenges to his/her Class
10 Workweeks or PAGA Pay Periods; and/or (c) mail his or her Objection to the Settlement. Class
11 Members to whom Notice Packets are resent after having been returned undeliverable to the
12 Administrator shall have an additional 15 days beyond the Response Deadline to take such actions.

13 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
14 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
15 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
16 Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely postmarked by the
17 Response Deadline.

18 18. Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
20 bound by all terms and conditions of the Settlement, including the Participating Class Members'
21 Releases under the Agreement, regardless of whether the Participating Class Member actually
22 receives the Class Notice or objects to the Settlement.

23 19. Only Participating Class Members may object to the class action components of the
24 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
25 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
26 and/or Class Representative Service Payments. Participating Class Members may send written
27 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
28 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval

1 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
2 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
3 additional 15 days for Class Members whose Class Notice was re-mailed).

4 20. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
5 Request for Exclusion will control, and the Objection will be disregarded.

6 21. Each Class Member shall have 45 days after the Administrator mails the Class Notice
7 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
8 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
9 Class Notice.

10 22. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds
11 to the Administrator as follows: (1) Defendants shall transmit \$1,225,000.00 and applicable
12 employer side taxes to the Administrator within 30 days of the Effective Date ("First Payment");
13 and (2) Defendants shall transmit the remaining \$1,225,00.00 and applicable employer side taxes to
14 the Administrator no later than 180 days after the Effective Date ("Second Payment").

15 23. For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
17 funds represented by such checks to the *cypres* recipients, 15-percent to the Visalia Rescue Mission
18 and 85-percent to the San Diego Rescue Mission, in equal amounts.

19 24. All papers filed in support of final approval, including supporting documents for
20 attorneys' fees and costs, shall be filed by _____.

21 25. A Final Approval Hearing shall be held with the Court on _____
22 at ____:____.m in Department 2 of the above-entitled Court to determine: (1) whether the proposed
23 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
24 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
25 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
26 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

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28 **IT IS SO ORDERED.**

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Dated: _____

Judge of the Superior Court