

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

EDUARDO AQUINO RODRIGUEZ,
individually, on a representative basis, and
on behalf of all others similarly situated;

Plaintiff,

vs.

EAT SWEET FARMS, LLC, a California
Limited Liability Company; JDB PRO,
INC., a California Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: 22CV00203
*[Assigned to Hon. Patricia L. Kelly, Dept SM1,
for all purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

Complaint filed: January 18, 2022

Having reviewed and read the Class Action and PAGA Settlement Agreement and Release (the “Settlement Agreement”) between Plaintiff Eduardo Aquino Rodriguez and Defendants Eat Sweet Farms, LLC, and JDB Pro, Inc., (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary

1 Approval of Class Action Settlement, the documents submitted in support of the motion, and all
2 supporting legal authorities and documents, IT IS HEREBY ORDERED:

3 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
4 set forth in the Settlement Agreement¹ and finds its terms to be within the range of
5 reasonableness of a settlement that ultimately could be granted final approval by the Court at a
6 Final Approval hearing. In granting preliminary approval of the class action settlement the Court
7 has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996), as
8 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (2001) and *In re Microsoft IV*
9 *Cases*, 135 Cal.App.4th 706 (2006). The Court preliminarily finds that the terms of the proposed
10 class action Settlement are fair, adequate and reasonable to the Class, pursuant to Code of Civil
11 Procedure § 382. Based on a review of the papers submitted by Plaintiff, the Court finds that
12 the Settlement is the result of intensive, serious, and non-collusive arms-length negotiations
13 conducted after the Parties thoroughly and adequately investigated and researched to become
14 familiar with the strengths and weaknesses of the claims and reasonably evaluated their
15 respective positions. The assistance of an experienced mediator in the Settlement process
16 supports the Court's conclusion that the Settlement is non-collusive. The Settlement appears to
17 be presumptively valid, subject only to any objections that may be raised at the final fairness
18 hearing.

19 2. For settlement purposes only, the Court finds that the proposed Class is
20 ascertainable and that there is a sufficiently defined community of interest among the Class
21 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
22 Class, for settlement purposes only:

23 All current and former non-exempt employees employed by
24 Defendants in California at any time during the Class Period of
25 January 18, 2018, through May 24, 2024.
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28 ¹ To the extent defined in the Settlement Agreement, the terms in this Order shall have the
meanings set forth therein.

1 3. Additionally, the “Aggrieved Employees” are defined to include: “all current and
2 former non-exempt employees employed by Defendants in California during the PAGA Period
3 of January 14, 2021, through May 24, 2024.”

4 4. For settlement purposes only, the Court appoints Plaintiff Eduardo Aquino
5 Rodriguez as Class Representative, and Brian Mankin, Kristina Carlson and Mehrdad Bokhour
6 as Class Counsel. The Court finds that Class Counsel are adequate, as they are experienced in
7 wage and hour class action litigation and have no conflicts of interest with absent Class
8 Members, and that they adequately represented the interests of absent class members in the
9 Action.

10 5. The Court appoints Rust Consulting to act as the Administrator, pursuant to the
11 terms set forth in the Settlement Agreement.

12 6. The Court approves, as to form and content, the Class Notice attached to the
13 Settlement Agreement as Exhibit A. The Parties’ proposed notice plan is constitutionally sound
14 because individual notices will be mailed to all Class Members whose identities are known to the
15 Parties, and such notice is the best notice practicable. The Class Notice is sufficient to inform
16 Class Members of the terms of the Settlement, their rights under the settlement, their rights to
17 object to the Settlement, their right to receive a payment under the settlement or elect not to
18 participate in the settlement, and the processes for doing so, and the date and location of the final
19 approval hearing and are therefore approved. The Class Notice satisfies the requirements of
20 California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members
21 of the terms of the final approval hearing date, the proposed settlement terms and of their
22 options, including: (1) the nature of the action, the definition of the Class, the identity of Class
23 Counsel, and the essential terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s
24 applications for the Class Representative Service Payment, and Class Counsel’s request for
25 attorneys’ fees and costs; (3) a formula used to determine the Class Member’s estimated
26 Individual Settlement Payment; (4) Settlement Class Members’ rights to appear through counsel
27 if they desire; (5) how to object to the Settlement or submit an opt-out request if a Class Member
28 wishes to do so; and (6) how to obtain additional information regarding the action and the

1 Settlement. Counsel for the Parties are authorized to correct any typographical errors in
2 settlement and make clarifications, to the extent the same are found or needed, so long as such
3 corrections do not materially alter the substance of the documents.

4 7. The Court approves the procedure for Class Members to participate in, request
5 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
6 and the Class Notice.

7 8. The Court finds that the deadlines and method set forth in the Settlement
8 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
9 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
10 entitled to notice, and otherwise satisfy the requirements of California law and due process.

11 9. Not later than 30 calendar days after the Court grants Preliminary Approval of the
12 Settlement, Defendants are directed to deliver the Class Data to the Administrator, in the form of
13 a Microsoft Excel spreadsheet. The Court further directs the Administrator to perform address
14 verification measures and mail the Class Notice by first class mail to the Class Members no later
15 than 14 days after it receives the Class Data as defined in the Settlement Agreement and to
16 otherwise carry out the Settlement according to the terms of the Settlement Agreement and in
17 conformity with this Order. The Parties are also ordered to carry out the Settlement according to
18 the terms of the Settlement Agreement.

19 10. Class Members will be bound by the Settlement Agreement unless they submit a
20 timely and valid written request to be excluded from the Settlement, pursuant to the procedures
21 set forth in the Class Notice. Written objections by Class Members must be timely sent to the
22 Administrator in accordance with the Agreement and Class Notice.

23 11. The Court approves the handling of unclaimed funds set forth in the Settlement
24 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
25 failure to timely cash a settlement check shall be issued to the State Controller's Office in the
26 name of the Class Member, as set forth in the Settlement Agreement.

27 12. The following dates shall govern for purposes of this settlement:
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July 24, 2024	Preliminary Approval (PA) hearing
August 23, 2024 <i>(30 days after PA)</i>	Deadline for Defendants to Provide the Class Data to Administrator
September 6, 2024 <i>(14 days after Administrator Receives Combined Class Data)</i>	Deadline for Administrator to complete first mailing of the Notice to all Class Members.
October 21, 2024 <i>(45 days after mailing Class Notice)</i>	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately December 23, 2024 - 150 days after Preliminary Approval granted)	Final Approval Hearing.

13. A final approval hearing shall be held in this Court on _____, 2024 at _____ a.m. to determine all necessary matters concerning the Settlement, including whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administrator Expenses Payment. Class Members and their counsel may support or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice and this Order.

1 14. The Court reserves the right to continue the date of the final approval hearing
2 without further notice to Class Members. Class Counsel shall give notice to any objecting party
3 of any continuance of the hearing of the motion for final approval.

4 15. Counsel for the parties shall file memoranda, declarations, or other statements and
5 materials in support of their request for final approval of the Settlement, attorneys' fees,
6 litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and
7 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
8 limits set by the Code of Civil Procedure and the California Rules of Court.

9 16. The Court retains jurisdiction to consider all further applications arising out of or
10 in connection with the settlement.

11 17. Neither this Order, the Settlement Agreement, nor any document referred to
12 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
13 may be construed as, or may be used as an admission by or against Defendants or any of the
14 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,
15 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
16 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
17 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
18 or defenses by Defendants or any of the other Released Parties and shall not be offered in
19 evidence in any action or proceeding against Defendants or any of the Released Parties in any
20 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
21 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

22 18. The Court may, for good cause shown, extend any of the deadlines set forth in
23 this Order.

24 19. In the event that the Settlement Agreement does not receive final approval or the
25 Effective Date of the Settlement does not occur, this Order shall be rendered null and void to the
26 extent provided by and in accordance with the Agreement and shall be vacated, and, in such
27 event, all orders entered and releases delivered in connection herewith shall be null and void to
28 the extent provided by and in accordance with the Agreement, and each party shall retain his or

1 its rights to proceed with litigation of the Action.

2 20. Pending the Final Approval hearing, all proceedings in this action, other than
3 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
4 Order, are stayed.

5 21. Counsel for the parties are hereby authorized to utilize all reasonable procedures
6 in connection with the administration of the Settlement which are not materially inconsistent
7 with either this Order or the terms of the Settlement.

8 **IT IS SO ORDERED.**

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10 Date: _____

11 Hon. Patricia L. Kelly
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