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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

SABRINA GILBERT, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CENTRAL CALIFORNIA BAKING
COMPANY, an Oregon Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU291467

[Assigned for all purposes to the Hon. John P.
Bianco, Department 2]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 30, 2023

Time: 8:30 a.m.

Dept.: 2

Complaint Filed: April 26, 2022

FAC Filed: August 21, 2023

Trial Date: None Set

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on October 6, 2023, and a hearing was held before this Court
3 on October 30, 2023.

4 The Court has considered the Joint Stipulation of Class and Representative Action
5 Settlement ("Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff Sabrina Gilbert and Defendant Central California Baking Company filed herewith. The
9 Joint Stipulation of Class and Representative Action Settlement appears to be fair, adequate, and
10 reasonable to the Class;

11 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
12 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
13 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

14 3. The Court hereby conditionally certifies the following Class for settlement purposes
15 only:

16 all non-exempt employees who worked for Central California Baking Company at
17 any time in the State of California during the Class Period and who received any
18 wage statements containing the following information: (1) FLSA Overtime and
19 shift differential pay; or (2) FLSA Overtime and variance pay; or (3) FLSA
20 Overtime, variance, and shift differential pay; or (4) shift differential and variance
21 pay; or (5) only FLSA overtime pay; or (6) only variance pay

22 Should for whatever reason the Settlement Agreement not become Final, the fact that the
23 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
24 have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a
25 class should be certified in a non-settlement context.

26 4. The Court appoints and designates: (a) Plaintiff Sabrina Gilbert as Class
27 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
28 Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.
Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents

1 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
2 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may
3 enter an appearance through his or her own counsel at such Class Member's own expense. Any
4 Class Member who does not enter an appearance or appear on his or her own behalf will be
5 represented by Class Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the Settlement
7 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
8 range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears
9 to be presumptively valid, subject only to any objections that may be raised at the final fairness
10 hearing and final approval by the Court. It appears to the Court on a preliminary basis that the
11 settlement is fair, adequate, and reasonable as to all potential Class Members when balanced
12 against the probable outcome of further litigation relating to liability and damages issues. It also
13 appears that investigation, research, and court proceedings have been conducted so that counsel for
14 the Settling Parties are able to reasonably evaluate their respective positions. It appears to the
15 Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as
16 well as avoid the delay and risks that would be presented by the further prosecution of the
17 Litigation. It also appears that settlement has been reached as a result of intensive, serious, and
18 non-collusive arm's-length negotiations.

19 6. A final fairness hearing on the question of whether the proposed Settlement
20 Agreement, the allocation of payments to Participating Class Members and Settlement Aggrieved
21 Employees, attorneys' fees and costs to Class Counsel, payment of PAGA penalties to the Labor
22 Workforce & Development Agency, and the Class Representative Enhancement Award should be
23 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
24 _____ at _____ in this Court.

25 7. The Court hereby approves, as to form and content, the Notice of Class Action
26 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
27 Settlement Agreement. The Court finds that distribution of the Class Notice substantially in the
28 manner and form set forth in the Settlement Agreement and this Order meets the requirements of

1 due process and shall constitute due and sufficient notice to all parties entitled thereto.

2 8. The Court appoints and designates Phoenix Settlement Administrators as the
3 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
4 approved Class Notice to Class Members using the procedures set forth in the Settlement
5 Agreement.

6 9. Any Class Member may choose to opt out of and be excluded from the settlement
7 as provided in the Settlement Agreement and Class Notice by following the instructions for
8 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
9 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon with
10 the exception of the Settled PAGA Claims, for which there is no opt-out. Any Request for
11 Exclusion must be in writing and signed by each such Class Member opting out and must
12 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
13 not requested exclusion by submitting a valid and timely Request for Exclusion, by the Response
14 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
15 Judgment.

16 10. Any Class Member may object to the Settlement Agreement or express his or her
17 views regarding the Settlement Agreement and may present evidence and file briefs or other
18 papers that may be proper and relevant to the issues to be heard and determined by the Court as
19 provided in the Class Notice.

20 11. The Motion for Final Approval shall be filed by the Class Representative no later
21 than sixteen (16) court days before the Settlement Fairness Hearing.

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1 12. The Court reserves the right to adjourn or continue the date of the Settlement
2 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
3 the Class and retains jurisdiction to consider all further applications arising out of or connected
4 with the Settlement Agreement.

5 IT IS SO ORDERED.

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7 DATED: _____

HON. JOHN P. BIANCO
SUPERIOR COURT OF CALIFORNIA