

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

WILLIAM L. MARDER, ESQ. (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

JOSE VASQUEZ RUIZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

PERDUE FOODS, LLC., a Maryland
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: SCV 264649

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: TBD
Time: TBD
Dept.: 16

1 Plaintiff Jose Vasquez Ruiz (“Plaintiff”) application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on September 14, 2020, and a
3 hearing was held before this Court on _____, 2020 in Department 16. Plaintiff’s
4 counsel, Kristen M. Agnew of Diversity Law Group, P.C., appeared on behalf of Plaintiff, and
5 Defendant’s counsel, _____ appeared on behalf of Defendant Perdue Foods, LLC.
6 (“Defendant”).

7 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
8 (“Stipulation” or “Settlement Agreement”) and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant. The Settlement Agreement appears to be fair, adequate, and reasonable to
12 the Class.

13 2. The Class Representative and Defendant (hereafter, “Parties”), through their
14 counsel of record in the Action, have reached an agreement to settle all claims in the Action on
15 behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

16 3. The Court hereby conditionally certifies the following Class for settlement purposes
17 only:

18 All current and former non-exempt employees of Defendant in the
19 State of California who were paid overtime or double overtime
20 wages at any time from May 26, 2019 through July 17, 2020 (“Class
Period”).

21 In the event that the Settlement Agreement does not become Final, the fact that the Parties
22 were willing to stipulate to certification of a class as part of the Settlement Agreement shall have
23 no bearing on, or be admissible in connection with, the Action or the issue of whether a class
24 should be certified in a non-settlement context.

25 4. The Court appoints and designates: (a) Plaintiff Jose Vasquez Ruiz as the Class
26 Representative and (b) Larry W. Lee, Kristen M. Agnew and Nicholas Rosenthal of Diversity Law
27 Group, P.C., and William L. Marder of Polaris Law Group LLP, as Class Counsel for the Class.
28 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 Class Members when balanced against the
12 probable outcome of further litigation relating to liability and damages issues. It also appears that
13 investigation, research, and court proceedings have been conducted so that counsel for the Parties
14 are able to reasonably evaluate their respective positions. It appears to the Court that settlement at
15 this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks
16 that would be presented by the further prosecution of the Action. It also appears that settlement
17 has been reached as a result of intensive, serious, and non-collusive arm's length negotiations.

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

24 7. The Court hereby approves, as to form and content, the Notice of Class Action
25 Settlement ("Notice") to be sent to Class Members, which is attached as **Exhibit 1** to the
26 Settlement Agreement. The Court finds that distribution of the Notice to Class Members
27 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
28 the requirements of due process and shall constitute due and sufficient notice to all parties entitled

thereto.

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

9. Any Class Member may choose to opt out of and be excluded from the Settlement as provided in the Settlement Agreement and Notice and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any requests for exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Notice. Class Members who have not requested exclusion by submitting a valid and timely request by the deadline shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

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

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

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

IT IS SO ORDERED.

DATED: _____

HON. PATRICK M. BRODERICK
SUPERIOR COURT OF CALIFORNIA