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8 and all others similarly situated and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 IVAN RAMIREZ, an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 J & J SNACK FOODS CORP. OF
16 CALIFORNIA, a California Corporation; and
17 DOES 1 through 100, inclusive,

18 Defendants.

CASE NO.: 24STCV23019

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

1 This Court, having considered the motion of plaintiffs Ivan Ramirez (“Plaintiff Ramirez”),
2 Plaintiff Brianne Aguilar (“Plaintiff Aguilar”) and Lloyd Smith (“Plaintiff Smith”, and with
3 Plaintiff Ramirez and Plaintiff Aguilar, the “Plaintiffs”), for Preliminary Approval of the Class
4 Action and Representative Action Settlement and Provisional Class Certification for Settlement
5 Purposes Only (“Motion for Preliminary Approval”), the declarations in support, the Class and
6 PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the
7 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
8 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby
9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement is incorporated by reference into
11 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” or “Class Members”) for the purpose of settlement only: all persons employed by
14 defendants J&J Snack Foods Corp. of California and J & J Snack Foods Sales Corp (“Defendants”)
15 in California and classified as a non-exempt, hourly-paid employee who worked for Defendants
16 during the Class Period from April 28, 2023 through May 10, 2025.

17 3. The Court preliminarily appoints the named Plaintiffs as Class Representatives. The
18 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
19 P.C. as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
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1 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
2 delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
4 negotiations utilizing an experienced third-party neutral.

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

7 6. Plaintiff Ramirez is granted leave to file the First Amended Complaint which is
8 attached to the declaration of Vedang J. Patel in support of the Motion for Preliminary Approval as
9 Exhibit 4.

10 7. 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 8. The Court hereby preliminarily approves the definition and disposition of the Gross
15 Settlement Amount of \$685,000.00 which is inclusive of: attorneys' fees of not more than one-third
16 (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
17 amounts to \$239,750.00, in addition to actual costs incurred of up to \$70,000; a service award of
18 \$10,000.00 to each of the Plaintiffs, for a total amount of \$30,000.00 to Plaintiffs; costs of settlement
19 administration of no more than \$10,490.00 and Private Attorneys' General Act of 2004 ("PAGA")
20 penalties in the amount of \$75,000.00 , of which \$56,250.00 (75%) will be paid to the Labor and
21 Workforce Development Agency ("LWDA") and \$18,750.00 (25%) to Aggrieved Employees.

22 9. "Aggrieved Employees" means all retail workers currently or formerly employed by
23 Defendant, either directly or through any subsidiary, staffing agency, or professional employer
24 organization, as non-exempt employees during the period from April 28, 2023 through May 10,
25 2025 ("PAGA Period") in the State of California.

26 10. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
27 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

1 11. “Workweek” means any week during which a Class Member worked for Defendants,
2 for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
3 termination dates (as applicable).

4 12. Defendants represent that there are no more than 35,000 Workweeks during the
5 Class Period. In the event the number of Workweeks during the Class Period increases by more
6 than 10%, or 3,500 Workweeks, then, at Defendants’ election: (1) the Gross Settlement Amount
7 shall be increased proportionally by the Workweeks in excess of 38,500 Workweeks multiplied
8 by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks
9 reaches 38,500. The Workweek Value shall be calculated by dividing the originally agreed-upon
10 Gross Settlement Amount (\$750,000.00) by 35,000.00, which amounts to a Workweek Value of
11 \$19.57. Thus, for example, should there be 40,000 Workweeks during the Class Period, and
12 Defendants election option (1) above, then the Gross Settlement Amount shall be increased by
13 \$29,355.00 ((40,000 Workweeks – 38,500 Workweeks) x \$19.57 per Workweek).

14 13. The Court deems, Apex Class Action, LLC (“Settlement Administrator,”
15 “Administrator,” or “Apex Class Action, LLC”), and payment of administrative costs, not to exceed
16 \$10,490.00 out of the Gross Settlement Amount for services to be rendered by Apex Class Action,
17 LLC on behalf of the class.

18 14. Not later than 7 days after the Court grants Preliminary Approval of the Settlement,
19 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
20 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
21 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
22 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
23 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

24 15. The Settlement Administrator shall perform an address search using the United States
25 Postal Service National Change of Address (“NCOA”) database and update the addresses contained
26 on the Class List with the newly-found addresses, if any.

27 16. Using best efforts to perform as soon as possible, and in not later than 14 days after
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1 receiving the Class Data, the Administrator will send to all Class Members identified in the Class
2 Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
3 translation.

4 17. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
5 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
6 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
7 Settlement. Class Members to whom Notice Packets are resent after having been returned
8 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
9 has expired.

10 18. Class Members who wish to exclude themselves from (opt-out of) the Class
11 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
12 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
13 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
14 or his/her representative, signed by the Class Member, that reasonably communicates the Class
15 Member’s election to be excluded from the Settlement and includes the Class Member’s name,
16 signature, the last four digits of their Social Security Number, address, and email address or
17 telephone number.

18 19. 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, regardless whether the Participating Class Member actually receives the Class Notice or
22 objects to the Settlement. Every Class Member who submits a valid and timely Request for
23 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
24 or have the right to object to the class action components of the Settlement.

25 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
26 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
27 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
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1 Class Notice.

2 21. Only Participating Class Members may object to the class action components of the
3 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
4 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
5 and/or Class Representatives Incentive Award. Participating Class Members may send written
6 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
7 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
8 Hearing.

9 22. If a Class Member submits both an objection and a Request for Exclusion, the
10 Request for Exclusion will control and the Objection will be overruled.

11 23. All papers filed in support of final approval, including supporting documents for
12 attorneys' fees and costs, shall be filed by _____.

13 24. A Final Fairness and Approval Hearing shall be held with the Court on
14 _____ in Department 9 of the above-entitled Court to determine: (1)
15 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by
16 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
17 of service award to the Class Representatives; (4) the amount to be paid to the Settlement
18 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA
19 Members.

20 25. For any Class Member whose Individual Class Payment check or Individual PAGA
21 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
22 transmit the funds represented by such checks to the California Controller's Office, Unclaimed
23 Property Fund.

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25 **IT IS SO ORDERED.**

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27 Dated: _____

Judge of the Superior Court

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