

FILED
ALAMEDA COUNTY

OCT 10 2022

CLERK OF THE SUPERIOR COURT

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ALAMEDA**

15 KANEISHA KINGSBURY, individually, and on
16 behalf of all others similarly situated,

17 *Plaintiff,*

18 v.

19 CARAVAN FOODS II, INC., a corporation;
20 STERLING BV, INC., a corporation; and DOES
21 1 through 10, inclusive,

22 *Defendants.*

Case No. RG21096357

CLASS ACTION

[Assigned to: Hon. Brad Seligman, Dept. 23]

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

PRELIMINARY APPROVAL HEARING

Date: October 11, 2022

Time: 3:00 p.m.

Dept: 23

1 The Court has before it Plaintiff Kaneisha Kingsbury’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the Supplemental
4 Memorandum of Points and Authorities in Support of Motion for Preliminary Approval, the
5 Supplemental Declaration of Justin F. Marquez, the Stipulated Settlement Agreement and First
6 Amendment to Stipulated Settlement Agreement (which is collectively referred herein as the
7 “Settlement” or “Settlement Agreement”), and good cause appearing, the Court hereby finds
8 and orders as follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
11 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
12 the terms set forth in the Stipulated Settlement Agreement between Plaintiff and Defendant
13 Caravan Foods II, Inc. (“Defendant”), attached to the Declaration of Justin F. Marquez in
14 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as Exhibit
15 1, and the First Amendment to Stipulated Settlement Agreement, attached to the Supplemental
16 Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Preliminary Approval of
17 Class Action Settlement as Exhibit A.

18 2. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court. The Court notes that Defendant has
20 agreed to create a common fund of \$1,250,000.00 to cover: (a) settlement payments to the class
21 members who do not validly opt out; (b) a \$40,000.00 payment for the settlement of claims for
22 penalties under the Private Attorneys General Act (“PAGA”), with 75% of which (\$30,000.00)
23 being paid to the State of California, Labor & Workforce Development Agency (“LWDA”) and
24 25% (\$10,000.00) being paid to the PAGA Members; (c) the Class Representative service
25 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 33
26 1/3% of the Gross Fund Value Amount (\$416,666.67), and up to \$20,000.00 in costs for actual
27 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
28 \$15,000.00.

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
4 and reasonable to the class members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

13 4. A Final Fairness Hearing on the question of whether the proposed settlement,
14 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
15 of claims for penalties under PAGA, and the class representative's enhancement award should
16 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
17 in accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies for settlement purposes only the following class
19 (the "Settlement Class"): all current and former non-exempt, hourly paid employees who were
20 employed by Caravan in the State of California at any time from April 9, 2017 to June 7, 2022.

21 6. Plaintiff is granted leave to file a Second Amended Class and Representative
22 Action Complaint, adding a cause of action for civil penalties under PAGA and removing
23 Sterling BV, Inc. as a defendant (while simultaneously dismissing Sterling BV, Inc. from the
24 action).

25 7. The Settlement Period means the period from April 9, 2017 to June 7, 2022.

26 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
27 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
28 members of the Settlement Class are so numerous that joinder is impractical; (2) there are

1 questions of law and fact that are common, or of general interest, to the Settlement Class, which
2 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
3 Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests
4 of the Settlement Class; and (5) a class action is superior to other available methods for the fair
5 and efficient adjudication of the controversy.

6 9. The Court appoints as Class Representative, for settlement purposes only,
7 Plaintiff Kaneisha Kingsbury.

8 10. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
9 Class Counsel.

10 11. The Court appoints CPT Group, Inc. as the Settlement Administrator with
11 reasonable administration costs estimated not to exceed \$15,000.00.

12 12. The Court approves, as to form and content, the Notice of Pendency of Putative
13 Class Action, Proposed Settlement and Hearing Date for Court Approval (the "Class Notice"),
14 attached as Exhibit B to the Supplemental Declaration of Justin F. Marquez in in Support of
15 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The Court finds, on a
16 preliminary basis, that the plan for distribution of the Class Notice to Settlement Class Members
17 satisfies due process, provides the best notice practicable under the circumstances, and shall
18 constitute due and sufficient notice to all persons entitled thereto.

19 13. The Parties are ordered to carry out the Settlement according to the terms of the
20 Settlement Agreement.

21 14. Any member of the Settlement Class who does not timely and validly request
22 exclusion from the Settlement may object to the Settlement Agreement.

23 15. The Court orders the following Implementation Schedule:

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27	Defendant to provide Class List to the	Within 7 business days of the Court's
28	Settlement Administrator, as defined in the	Preliminary Approval Order

