

FEB 09 2024

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF YOLO

13 Rafael Lopez, individually and on behalf of all
14 similarly situated individuals,

15 Plaintiff,

16 vs.

17 Bay State Milling Company, a Minnesota
18 corporation; Peter F. Levangie, an individual;
19 and Does 1-100;

20 Defendants,

CASE NO. CV2023-0742

[Assigned to Judge David Rosenberg,
Department 14]

CLASS ACTION

~~[PROPOSED]~~ ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND PAGA ACTION
SETTLEMENT

Date: February 9, 2024 [Reserved]

Time: 9:00 a.m.

Dept.: 14

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
3 Action (the "Settlement" or "Stipulation") came on for hearing on February 9, 2024.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. CV2023-0742, entitled *Rafael Lopez v. Bay State*
6 *Milling Company, et. al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Rafael Lopez ("Plaintiff" or "Class Representative"), has alleged
8 claims against Defendants Bay State Milling Company and Peter Levangie ("Defendants") as an
9 individual and on behalf of all others similarly situated, comprising: "*All persons who worked for*
10 *Defendants at least one shift as a non-exempt direct hire or agency employee in the State of California from*
11 *April 10, 2019 through January 7, 2024*" ("Class Members"); and

12 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendants for:
13 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
14 periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu
15 thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain
16 complete and accurate records; (7) failure to timely pay wages during and after employment; (8)
17 civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§
18 2698, *et seq.* ("PAGA"); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et*
19 *seq.*

20 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
21 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
22 and

23 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
24 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
25 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

26 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
27 re: Class Action Settlement on December 10, 2023, which provides for the final resolution of all
28 class and PAGA claims asserted by Plaintiff against Defendants in the Action, on the terms and

1 conditions set forth in the Stipulation, subject to the approval of this Court;

2 NOW, therefore, the Court grants preliminary approval of the Settlement, and

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

4 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
5 in this Order shall have the meanings set forth therein.

6 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
7 the Settlement Class.

8 3. The Class is defined as follows: "*All persons who worked for Defendants at least one*
9 *shift as a non-exempt direct hire or agency employee in the State of California from April 10, 2019 through*
10 *January 7, 2024.*"

11 4. The Court has determined that the Class Notice, attached to the Joint Stipulation as
12 Ex. A, fully and accurately informs all persons in the Class of all material elements of the proposed
13 Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid,
14 due, and sufficient notice to all Class Members.

15 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
16 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
17 consummate the Settlement in accordance with the terms of the Stipulation.

18 6. The plan of distribution as set forth in the Stipulation providing for the distribution
19 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
20 reasonable, and adequate.

21 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
22 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
23 California 90014 and Xavier Villegas of Law Office of Xavier Villegas, APC, 2390 Las Posas Road,
24 C168, Camarillo, CA 93010.

25 8. The Court preliminarily approves the payment of attorneys' fees in the amount of
26 \$279,166.67 (one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid
27 from the Maximum Settlement Amount.

28 9. The Court preliminarily approves the payment of incurred reasonable costs in an

1 amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the Maximum
2 Settlement Amount as defined in the parties' Stipulation.

3 10. The Court preliminarily approves a payment in the amount of \$93,750.00 to the
4 California Labor & Workforce Development Agency, representing the State of California's portion
5 of civil penalties under PAGA (or 75% of \$125,000), which shall be paid from the Maximum
6 Settlement Amount.

7 11. The Court preliminarily approves the payment of incurred reasonable settlement
8 administration costs to the Settlement Administrator, in an amount not to exceed \$25,000, which
9 shall be paid from the Maximum Settlement Amount.

10 12. The Court preliminarily approves an enhancement award to the Class
11 Representative, Rafael Lopez, in the amount of \$15,000.00 which amount shall be paid from the
12 Maximum Settlement Amount.

13 13. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
14 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
15 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
16 wrongdoing in this Action or in any other proceeding.

17 14. In the event that the Settlement does not become effective in accordance with the
18 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
19 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
20 all orders entered and releases delivered in connection herewith shall be null and void to the extent
21 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
22 proceed with litigation of the Action.

23 15. The Court orders the following Implementation Schedule¹ for further proceedings:

24 ///
25 ///
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27 _____
28 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall
be extended to the next business day, and will be as stated in this Implementation Schedule.

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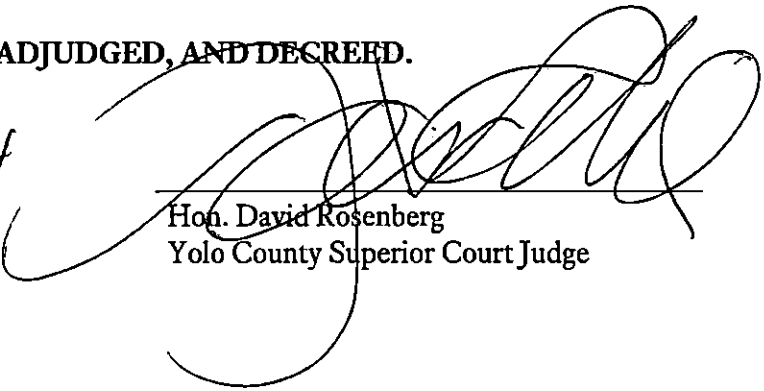
a.	Deadline for Defendants to submit Class Member data to the Settlement Administrator	February 19, 2024 [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	February 29, 2024 [10 calendar days following the Settlement Administrator's receipt of Class data]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	March 30, 2024 [30 calendar days after the Settlement Administrator mails the Notice]
d.	Deadline for Class Members to submit objections to the Settlement	March 30, 2024 [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion and disputed amounts	_____ [30 days prior to the Final Approval Hearing]
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
g.	Final Settlement Approval Hearing	5/15/24, 2024 at 9:00 a.m./p.m. Dept. 14
h.	Settlement Administrator to Provide an Accounting of Funds	_____ [7 calendar days following the Effective Date of the Settlement]
i.	Deadline for Defendants to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [15 calendar days following the Effective Date of the Settlement]
j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to	_____ [5 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]

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	Participating Class Members their Individual Settlement Payments	
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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 2-9-24



Hon. David Rosenberg
Yolo County Superior Court Judge