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**FILED**  
Superior Court of California  
County of Los Angeles

01/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Aspiras                     Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CESAR ESQUEDA, ERNEST BELL III, JORGE )  
NEVAREZ, BERNARD HINSON, and )  
HOVSEP SEROPIAN, individually and on )  
behalf of all others similarly situated, )

Plaintiffs,

v.

JOHN BEAN TECHNOLOGIES )  
CORPORATION, a Delaware Corporation; )  
ANTHONY REDON, an Individual; and DOES 1 )  
to 50, inclusive )

Defendants.

CASE NO.: **20STCV07367**

**ASSIGNED FOR ALL PURPOSES TO:  
HON. WILLIAM HIGHBERGER**

Date: January 3, 2023  
Time: 2:30 p.m.  
Dept.: 10

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT AND FOR  
PROVISIONAL CLASS  
CERTIFICATION FOR SETTLEMENT  
PURPOSES ONLY**

**CASE FILED: February 26, 2020**

On January 3, 2022, the Honorable William Highberger considered Plaintiffs CESAR ESQUEDA, ERNEST BELL III, JORGE NEVAREZ, and HOVSEP SEROPIAN (“Plaintiffs” or “Class Representatives”) unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement and Provisional Class Certification for Settlement Purposes only, the Class Action and PAGA Settlement Agreement (“Agreement”), the Class Notice, and the documents submitted in support of this Motion. Having considered the Motion and all supporting legal authorities and documents, the Court orders as follows:

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT AND FOR PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES  
ONLY**

1 **IT IS HEREBY ORDERED THAT:**

2 1) This Order incorporates by reference the definitions in the Agreement, attached as Exhibit  
3 “1” to the Declaration of Natalie Mirzayan, and all terms defined therein shall have the same meaning  
4 in this Order as set forth in the Agreement;

5 2) The Court GRANTS Preliminary Approval of the proposed Class Action Settlement in this  
6 Action;

7 3) For Settlement purposes only, the Court certifies the following Class:

8 All current and former employees who were employed by JBT in California at Los  
9 Angeles International Airport (“LAX”) and/or Ontario International Airport (“ONT”)  
10 who were classified as hourly, non-exempt employees during the Class Period of  
11 February 21, 2016 to the date the Court grants Preliminary Approval of the Settlement.

12 4) For Settlement purposes only, the Court also GRANTS Preliminary Approval of the proposed  
13 PAGA Settlement in this Action on behalf of all “Aggrieved Employees”, defined as follows:

14 All current and former employees who were employed by JBT in California at LAX  
15 and/or ONT who were classified as hourly, non-exempt employees during the PAGA  
16 Period of September 17, 2018 to the date the Court grants Preliminary Approval of the  
17 Settlement.

18 5) The Court preliminarily appoints Plaintiffs, CESAR ESQUEDA, ERNEST BELL III,  
19 JORGE NEVAREZ, and HOVSEP SEROPIAN, as the Class Representatives, and Natalie Mirzayan  
20 of Mirzayan Law, APLC as Class Counsel;

21 6) The Court hereby preliminarily approves the proposed class settlement upon the terms and  
22 conditions set forth in the Agreement. The Court finds that on a preliminary basis the Settlement  
23 appears to be within the range of reasonableness of settlement that could ultimately be given final  
24 approval by the Court. It appears to the Court on a preliminary basis that the Settlement amount is  
25 fair, adequate, and reasonable as to all potential Class Members and Aggrieved Employees when  
26 balanced against the probable outcome of further litigation relating to liability and damages issues.  
27 It further appears to the Court that the Settlement at this time will avoid substantial prolonged and  
28 costly litigation, as well as the risks that would be presented by further prosecution of the Action. It

1 further appears that the Settlement has been reached as the result of intensive, non-collusive, arms-  
2 length negotiations utilizing a highly experienced third party neutral;

3 7) The Court approves, as to form and content, the Class Notice attached as Exhibit “A” to the  
4 Agreement, which is attached to the Declaration of Natalie Mirzayan as Exhibit “1”;

5 8) The Court directs the mailing of the Class Notice by first-class mail to the Class Members in  
6 accordance with the schedule and procedure set forth in the Agreement and this Order. The Court  
7 finds that the procedure meets the requirements of due process, provides the best notice practicable  
8 under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice;

9 9) The Court hereby preliminarily approves the definition and disposition of the Gross  
10 Settlement Amount of Four Hundred Sixty-Three Thousand Two Hundred Forty-Three Dollars  
11 (\$463,243.00) for the Settlement of all claims. The Gross Settlement Amount shall be used to pay  
12 for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, a portion  
13 of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative  
14 Service Payments and the Administrator’s Expenses Payment. JBT shall separately pay for any  
15 required employer payroll taxes and unemployment insurance obligations;

16 10) The Court preliminarily approves the Class Representative Service Payment to the each of  
17 the four (4) Class Representatives of Five Thousand Dollars (\$5,000.00) to be paid from the Gross  
18 Settlement Amount (“Class Representative Service Payment”);

19 11) The Court preliminarily approves an award of attorneys’ fees not to exceed Three Hundred  
20 Thousand Dollars (\$300,000.00), one-third (1/3) of which shall be paid from the Common Settlement  
21 Fund (estimated to be \$152,248.32) and the remainder, estimated to be \$147,751.68 to cover the  
22 difference between the 1/3 of the Common Settlement Fund and the total amount of Class Counsel  
23 Fees awarded by the Court (up to \$300,000), shall be paid separately by JBT, and Litigation Expenses  
24 not to exceed \$30,000.00 to be paid from the Common Settlement Fund;

25 12) The Court preliminarily approves the payment of Forty Thousand Dollars (\$40,000.00) from  
26 the Gross Settlement Amount to fully settle and resolve all PAGA penalty claims. Thirty Thousand  
27

1 Dollars (\$30,000.00), representing seventy-five percent (75%), to be paid to the Labor and  
2 Workforce Development Agency (“LWDA”) of the State of California, and the remaining Ten  
3 Thousand Dollars \$10,000.00, which represents twenty-five percent (25%), to become part of the  
4 Net Settlement Amount and distributed to the Aggrieved Employees on a pro-rata basis based on the  
5 total number of PAGA Workweeks as described in the Agreement;

6 13) The Court confirms the appointment of Phoenix Class Action Settlement Solutions  
7 (“Phoenix”) as the settlement administrator and payment of the costs of administration of the  
8 Settlement, including the previous costs incurred to prepare the PTO calculations for settlement  
9 purposes, for a combined amount estimated not to exceed \$25,000.00 to be paid from the Gross  
10 Settlement Amount (“Administration Expenses Payment”);

11 14) The Court directs Defendant to produce to the Administrator with the “Class Data” for  
12 Class Members which contains identifying information in JBT’s possession including the Class  
13 Member’s name, last-known mailing address, Social Security number, the dates of employment and  
14 total number of Class Period Workweeks and PAGA Period Workweeks, and any other information  
15 identified in the Agreement, within fifteen (15) days after the Court grants preliminary approval of  
16 this Settlement;

17 15) The Administrator shall mail, by U.S. first class mail, the Notice to Class Members no  
18 later than fourteen (14) days of receipt of the Class Data from Defendant. The Administrator shall,  
19 no later than fourteen (14) days prior to the date by which Plaintiffs are required to file their Motion  
20 for Final Approval of the Settlement, provide counsel for Defendant and Class Counsel with a  
21 declaration attesting to the completion of the Notice process, as set forth in the Agreement, including  
22 an explanation of efforts to resend of any returned Notices, as well as the number of opt-outs,  
23 objections and deficiencies which the Administrator received;

24 16) The deadline for submitting Requests for Exclusion from the settlement shall be forty-five  
25 (45) calendar days from the date on which the Notice is mailed to Class Members;

26 17) The deadline to file written objections to the class settlement shall be forty-five (45)  
27

1 calendar days after the date which the Notice is mailed to Class Members;

2 18) Class Counsel and Counsel for Defendant shall file any responses to any written objections  
3 submitted to the Court at least five (5) court days before the Final Fairness and Approval Hearing;

4 19) The Fairness and Final Approval Hearing shall be held with the Court on ~~1/18/23~~,  
5 approximately 120 days following the Court's granting of preliminary approval of the class  
6 settlement, at ~~10:00~~ a.m. in Department 10 of the above-entitled Court to determine (1) whether  
7 the proposed settlement is fair, reasonable and adequate and should be finally approved by the Court;  
8 (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award  
9 to the Class Representatives; and (4) costs for class administration;

10 20) In the event the Settlement does not become effective in accordance with the terms of the  
11 Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become  
12 effective for any reasons, this Order shall be rendered null and void and shall be vacated, and the  
13 Parties shall revert to their respective positions immediately prior to their agreement to settle. The  
14 Parties will be free to assert any claim or defense that could have been asserted prior to their  
15 agreement to settle.

16  
17 **IT IS SO ORDERED.**

18 Dated: 01/18/2023  
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Honorable William Highberger