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8 GUILLEN GARCIA, ANGELA LOPEZ RODRIGUEZ,

9 BEATRIZ GRIJALVA, on behalf of themselves and all

others similarly situated and aggrieved

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ALAMEDA**

12 CARMEN GUILLEN GARCIA, ANGELA
13 LOPEZ RODRIGUEZ, BEATRIZ GRIJALVA,
on behalf of themselves and all others similarly
situated and aggrieved,

14 Plaintiff,

15 v.

16 AMERICAN LICORICE COMPANY; JOHN
17 NELSON; and DOES 1 through 100, inclusive,

18 Defendants.
19
20

CASE NO.: RG21107049

[Assigned for all purposes to the Hon. Brad
Seligman in Dept. 23]

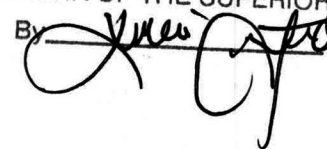
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

21 This Court, having considered the Motion of plaintiffs Carmen Guillen Garcia, Angela
22 Lopez Rodriguez, and Beatriz Grijalva (collectively "Plaintiffs") for Preliminary Approval of the
23 Class Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion
24 for Preliminary Approval"), the Declarations of David D. Bibiyan, Vedang J. Patel, Plaintiffs, and
25 Jodey Lawrence, the Stipulation for Class Action and Representative Action Settlement (the
26 "Settlement Agreement"), the Notice of Proposed Class Action Settlement ("Class Notice"), and the
27 other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
28 **ADJUDGES AND DECREES THAT:**

FILED
ALAMEDA COUNTY

MAR 07 2023

CLERK OF THE SUPERIOR COURT

By  Deputy

1 1. The definitions set out in the settlement Agreement are incorporated by reference
2 into this Order; all terms defined therein shall have the same meaning in this Order.

3 2. The Court certifies the following settlement class for the purpose of settlement only:
4 all persons employed by defendant American Licorice Company ("the Company") in an hourly-
5 paid, non-exempt position during the period between July 29, 2017 through October 25, 2022
6 ("Class Period") in the State of California ("Class Members").

7 3. The Court preliminarily appoints named plaintiffs Carmen Guillen Garcia, Angela
8 Lopez Rodriguez, and Beatriz Grijalva as Class Representatives and David D. Bibiyan of Bibiyan
9 Law Group, P.C. as Class Counsel.

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

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

24 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
25 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds
26 that dissemination of the Class Notice set forth in the Settlement Agreement complies with the
27 requirements of law and appears to be the best notice practicable under the circumstances.

28 7. The Gross Settlement Amount expressly excludes Employer Taxes, which will be

1 paid separately and apart by defendants American Licorice Company and John Nelson (collectively,
2 “Defendants”) on the wages portion of the Gross Settlement Amount.

3 8. Defendants shall pay the Gross Settlement Amount and Employer Taxes within
4 fourteen (14) calendar days of the Court’s final approval of this Settlement.

5 9. Class Member’s “Workweek” shall mean any week during which a Class Member
6 worked for the Company for at least one day during the Class Period, based on hire dates, re-hire
7 dates (as applicable), and separation dates (as applicable)..

8 10. Based on its records, the Company estimates that, between July 9, 2017, and May
9 13, 2022, (1) there were 275 Class Members and 33,482 Total Workweeks; and (2) there were 199
10 Aggrieved Employees who worked a total of 12,959 PAGA Pay Periods. In the event the actual
11 number of Workweeks during the aforementioned time period increases by more than 10%, or 3,348
12 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks
13 in excess of 36,830 Workweeks multiplied by the Workweek Value. The Workweek Value shall be
14 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,900,000.00) by
15 33,482, which amounts to a Workweek Value of \$56.75. Thus, for example, should there be 37,000
16 Workweeks during the aforementioned time period, then the Gross Settlement Amount shall be
17 increased by \$9,647.50. ((37,000 Workweeks – 36,830 Workweeks) x \$56.75 per Workweek.).

18 11. The Court deems Phoenix Settlement Administrators (“Phoenix”) the Settlement
19 Administrator, and payment of administrative costs, not to exceed \$9,500.00, out of the Gross
20 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

21 12. The Settlement Administrator shall prepare and submit to Class Counsel and
22 Defendants’ Counsel a declaration attesting to the completion of the notice process as set forth in
23 the Settlement Agreement, including the number of attempts to obtain valid mailing addresses for
24 and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all
25 opt-outs and objections received.

26 13. The Court directs Defendants to, within fifteen (15) calendar days of this Order,
27 provide the Settlement Administrator with the “Class Data” for Class Members. Class Data means
28 Class Member identifying information in the Company’s possession including each Class

1 Member's: (1) name; (2) current or last-known mailing address; (3) Social Security number; (4) last
2 known telephone number(s); (5) the number of Class Period Workweeks and PAGA Pay Periods;
3 and (6) dates of employment (i.e. hire dates, and if applicable, re-hire dates(s) and/or separation
4 date(s)).

5 14. Because Social Security Numbers are included in the Class Data, the Settlement
6 Administrator shall maintain the Class Data in confidence and shall only access and use the list to
7 administer the settlement in conformity with the Court's orders.

8 15. Upon receipt of the Class Data, the Settlement Administrator shall perform an
9 address search using the United States Postal Service National Change of Address (the "NCOA")
10 database and update the addresses contained on the Class List with the newly found addresses, if
11 any. To the extent that this process yields an updated address, that updated address shall replace the
12 last known address and be treated as the new last known address for purposes of this Settlement,
13 and for subsequent mailings.

14 16. Within fourteen (14) calendar days of receiving the Class Data from Defendants, the
15 Settlement Administrator shall mail the Class Notice, in English and Spanish, to the Settlement
16 Class Members, via first-class regular U.S. Mail, using the most current mailing address information
17 available.

18 17. The deadline by which Class Members may challenge the number of Workweeks
19 worked, and the deadline by which Class Members may opt out or object, shall be forty-five (45)
20 days from the date of the mailing of the Class Notice, unless the Class Member had their Class
21 Notice re-mailed. Class Members who are re-mailed a Class Notice shall have an additional fifteen
22 (15) calendar days from the re-mailing, in which to postmark or email a Request for Exclusion,
23 objection, or to dispute the information provided in the Class Notice. This shall be known as the
24 "Response Deadline."

25 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
26 must send the Administrator, by email or mail, a signed written Request for Exclusion not later than
27 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members
28 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her

1 representative that reasonably communicates the Class Member's election to be excluded from the
2 Settlement and includes the Class Member's name, address and email address or telephone number.
3 To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response
4 Deadline.

5 19. Any Class Member who does not submit a timely and valid Request for Exclusion
6 shall be deemed a "Participating Class Member" and be bound by the terms of the Settlement,
7 including the releases provide therein.

8 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
10 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
11 Class Notice. The Class Member may challenge the allocation by communicating with the
12 Administrator via email or mail. The Administrator must encourage the challenging Class Member
13 to submit supporting documentation. In the absence of any contrary documentation, the
14 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct
15 so long as they are consistent with the Class Data. The Administrator's determination of each Class
16 Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or
17 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
18 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
19 and the Administrator's determination the challenges.

20 21. Only Participating Class Members may object to the class action components of the
21 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
22 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
23 and/or Class Representative Service Payment. Participating Class Members may send written
24 objections to the Administrator, by email, or mail. In the alternative, Participating Class Members
25 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
26 Approval Hearing. A Participating Class Member who elects to send a written objection to the
27 Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice
28 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

1 22. Participating Class Members may (though are not required to) appear at the Final
2 Approval hearing, either in person or through the objector's own counsel. The failure to file and
3 serve a written objection does not waive a Participating Class Member's right to appear at and make
4 an oral objection at the Final Approval hearing.

5 23. If a Settlement Class Members submits both an Objection and a Request for
6 Exclusion, the Request for Exclusion will control and the Objection will be void.

7 24. All papers filed in support of final approval, including supporting documents for
8 attorneys' fees and costs, shall be filed by no later than August 8, 2023.

9 25. A Final Approval Hearing shall be held with the Court on August 15, 2023 at _
10 3:00 p.m. in Department "23" of the above-entitled Court to determine: (1) whether the proposed
11 settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the
12 amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award to
13 the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the
14 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

15 26. No more than fourteen (14) calendar days after payment by Defendants of the Gross
16 Settlement Amount, as well as payment by Defendant of the Employer Taxes, the Settlement
17 Administrator shall distribute all payments due under the Settlement, including Individual
18 Settlement Payments to Participating Class Members, Individual PAGA Payments to Aggrieved
19 Employees, Court-approved payments for the Service Award to Plaintiff, attorneys' fees and
20 litigation costs and expenses to Class Counsel, approved settlement administration costs to the
21 Settlement Administrator, and the LWDA Payment to the LWDA, except 10% of any awarded fees
22 shall be retained pending post judgment compliance date..

23 27. For any Class Member whose Individual Class Payment check or Individual PAGA
24 Payment check is uncashed and cancelled after the void date, a report from the Administrator shall
25 be made to the court pursuant to CCP 384 along with a proposed amended judgment.

26 28. In the event the settlement does not become effective in accordance with the terms
27 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
28 become effective for any reason, this Order shall be rendered null and void and shall be vacated,

1 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.

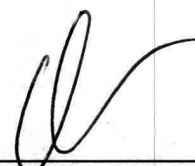
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3 **IT IS SO ORDERED.**

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5 Dated: 3/7, 2023

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Judge of the Superior Court

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