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8 on behalf of herself and all others similarly situated
and aggrieved
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF NAPA**
12

13 KATHY PATTINGALE, on behalf of herself
14 and all others similarly situated and aggrieved,

15
16 Plaintiff,


17 v.

18 LAIRD FAMILY ESTATE, LLC, a
California limited liability company;
19 REBECCA LAIRD, an individual; and
20 DOES 1 through 100, inclusive,

21 Defendants.
22

CASE NO.: 22CV000048

[Assigned for all purposes to the Hon.
Cynthia P. Smith in Dept. A]


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

23
24 This Court, having considered the Motion of plaintiff Kathy Pattingale ("Plaintiff") for
25 Preliminary Approval of the Class and Representative Action Settlement and Provisional Class
26 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
27 of David D. Bibiyan, Vedang J. Patel, Plaintiff and Michael Sutherland, the Joint Stipulation Re:
28 Class Action and Representative Action Settlement (the "Settlement," "Settlement Agreement" or

1 “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final
2 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
3 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

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

6 2. The Court certifies the following settlement class for the purpose of settlement only:
7 all persons currently or formerly employed by Laird Family Estate, LLC, and Rebecca Laird
8 (collectively, the “Defendants”), either directly or through any subsidiary, staffing agency or
9 professional employer organization, as non-exempt, hourly-paid employees, during the period from
10 July 14, 2017 through November 8, 2022 (“Class Period”) in the State of California (“Settlement
11 Class,” “Settlement Class Members” or “Class Members”).

12 3. The Court preliminarily appoints the named plaintiff Kathy Pattingale as Class
13 Representative, and David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel of Bibiyan Law Group,
14 P.C., as Class Counsel.

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

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

1 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
2 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
3 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
4 with the requirements of law and appears to be the best notice practicable under the circumstances.

5 7. The Court hereby preliminarily approves the definition and disposition of the Gross
6 Settlement Amount of \$500,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
7 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
8 Agreement, amounts to \$175,000.00, in addition to actual costs incurred of up to \$25,000.00;
9 Incentive Award of \$10,000.00 to Plaintiff and a separate Service Award of \$15,000.00 to Plaintiff,
10 for a total of \$25,000.00 to Plaintiff; costs of settlement administration of no more than \$8,000.00;
11 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$20,000.00, of
12 which \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")
13 and \$5,000.00 (25%) to "Aggrieved Employees," defined as Class Members working as non-
14 exempt, hourly-paid employees during the period from July 14, 2020 through November 8, 2022
15 ("PAGA Period") in the State of California.

16 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
17 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

18 9. Class Member's "Workweek" shall mean the number of weeks that a Settlement
19 Class Member was employed by and worked for the Defendants in a non-exempt, hourly position
20 during the Class Period in California, based on hire dates, re-hire dates (as applicable), and
21 termination dates (as applicable).

22 10. Defendants represent that there were no more than 16,763 Workweeks worked by
23 Class Members during the Class Period. In the event the number of Workweeks worked increased
24 by more than 10% or 1,676 Workweeks worked, then the Gross Settlement Amount would be
25 increased proportionally by the Workweeks worked in the Class Period in excess of 18,439 (16,763
26 + 1,676 Workweeks) multiplied by the Workweek Value. The Workweek Value would be calculated
27 by dividing the originally agreed-upon Gross Settlement Amount (\$500,000.00) by 16,763
28 Workweeks. The Parties agree that the Workweek Value amounts to and the settlement amounts to

1 \$29.73 per Workweek (\$500,000 / 16,763 Workweeks). Thus, for example, should there be 20,000
2 Workweeks worked by Class Members in the Class Period, then the Gross Settlement Amount
3 would be increased by \$46,408.53. ((20,000 Workweeks - 18,439 Workweeks) x \$29.73 per
4 Workweek.)

5 11. The Court deems ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), the
6 Settlement Administrator, and payment of administrative costs, not to exceed \$8,000.00 out of the
7 Gross Settlement Amount for services to be rendered by ILYM on behalf of the class.

8 12. No later than seven (7) calendar days from the Response Deadline, the Settlement
9 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
10 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
11 sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests
12 for Exclusion and Objections received by the Settlement Administrator.

13 13. Within seven (7) calendar days after the Preliminary Approval Date, Defendants’
14 Counsel shall provide the Settlement Administrator with information with respect to each Settlement
15 Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendants’
16 possession, custody, or control; (3) last known telephone number(s) currently in Defendants’
17 possession, custody, or control; (4) last known Social Security Number(s) in Defendants’
18 possession, custody, or control; and (5) the dates of employment (i.e., hire dates and, if applicable,
19 re-hire date(s) and/or separation date(s)) for each Settlement Class Member (“Class List”).

20 14. The Settlement Administrator shall perform an address search using the United States
21 Postal Service National Change of Address (NCOA) database and update the addresses contained
22 on the Class List with the newly-found addresses, if any.

23 15. Within seven (7) calendar days or soon thereafter of receiving the Class List from
24 Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the
25 Settlement Class Members via first-class regular U.S. Mail using the most current mailing address
26 information available.

27 16. “Response Deadline” means the deadline for Settlement Class Members to mail any
28 Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which

1 is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and
2 Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an
3 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five
4 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a
5 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
6 exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute
7 was submitted by the Response Deadline.

8 17. Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
9 Settlement by mailing a written request to be excluded from the Settlement ("Request for
10 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To
11 be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last four (4)
12 digits of the Class Member's Social Security Number; (3) the Class Member's signature; and (4)
13 the following statement: "Please exclude me from the Settlement Class in the *Pattingale v. Laird*
14 *Family Estate LLC, et al.* matter" or any statement standing for the proposition that the Class
15 Member does not wish to participate in the Settlement.

16 18. Any Settlement Class Member who does not opt out of the Settlement by submitting
17 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
18 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
19 if Final Approval of the Settlement is granted.

20 19. Each Settlement Class Member may dispute the number of Workweeks attributed to
21 him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
22 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
23 Response Deadline.

24 20. Only Participating Class Members may object to the Settlement. In order for any
25 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do
26 so by mailing a written objection to the Settlement Administrator at the address or phone number
27 provided on the Class Notice no later than the Response Deadline. The Settlement Administrator
28 shall email a copy of the Objection forthwith to Class Counsel and Defendants' counsel and attach

1 copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file
2 in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1)
3 the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
4 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
5 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever
6 legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member
7 objects to the Settlement, the Settlement Class Member will remain a member of the Settlement
8 Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the
9 terms of the Settlement in the same way and to the same extent as a Settlement Class Member who
10 does not object. The date of mailing of the Class Notice to the objecting Settlement Class Member
11 shall be conclusively determined according to the records of the Settlement Administrator.
12 Settlement Class Members need not object in writing to be heard at the Final Approval Hearing;
13 they may object or comment in person at the hearing at their own expense.

14 21. If a Class Member submits both an objection and a Request for Exclusion, the
15 Request for Exclusion will control, and the Objection will be overruled.

16 22. All papers filed in support of final approval, including supporting documents for
17 attorneys' fees and costs, shall be filed by _____.

18 23. A Final Approval Hearing shall be held with the Court on _____
19 at ___:___m in Department A of the above-entitled Court to determine: (1) whether the proposed
20 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
21 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of Incentive
22 Award and/or Service Award to the Class Representative; (4) the amount to be paid to the Settlement
23 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
24 Aggrieved Employees.

25 24. Individual Settlement Payment and Individual PAGA Payment checks shall remain
26 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
27 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments
28 shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed, or


1 abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The
2 Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384,
3 shall be transmitted to the Napa Valley Farmworker Foundation, 831 Latour Court, Suite A, Napa,
4 CA 94558, the *cy pres* recipient.

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6 **IT IS SO ORDERED.**

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8 Dated: 11/16/23



Judge of the Superior Court

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