

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
11/9/2020 10:24 AM
Arlene D. Junior, Clerk of the Court
By: Angela Mendia, Deputy Clerk

Larry W. Lee (State Bar No. 228175)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

FAHEEM KHAN, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AMY'S KITCHEN, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: SCV-266127

(Assigned to the Hon. Arthur A. Wick,
Courtroom 17)

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

Date: October 28, 2020

Time: 3:00 p.m.

Dept.: 17

Complaint Filed: March 4, 2020

1 Plaintiff Faheem Khan's ("Plaintiff") unopposed Motion for Preliminary Approval of
2 Class Action Settlement came on for hearing before this Court on Wednesday, October 28, 2020,
3 at 3:00 p.m. The Court has considered the Joint Stipulation of Class Action Settlement
4 ("Stipulation" or "Settlement Agreement") and all other papers filed in this action. The matter
5 having been submitted and good cause appearing therefor, the Court finds as follows:

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court GRANTS preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
9 and reasonable to the Class.

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
11 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
12 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

13 3. The Court hereby conditionally certifies the following Class for settlement
14 purposes only:

15 All current and former non-exempt employees of Defendant in the
16 State of California who were paid shift differential wages at any
17 time during the period of March 4, 2019, through April 12, 2020
("Class Period").

18 In the event that the Settlement Agreement does not become Final, the fact that the
19 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
20 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
21 whether a class should be certified in a non-settlement context.

22 4. The Court appoints and designates: (a) Plaintiff Faheem Khan as the Class
23 Representative and (b) Larry W. Lee and Kwanporn "Mai" Tulyathan of Diversity Law Group,
24 P.C., and William L. Marder of Polaris Law Group LLP, as Class Counsel for the Class. Class
25 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required
26 by, or which may be given, pursuant to the Settlement Agreement, and such other acts
27 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
28 may enter an appearance through his or her own counsel at such Class Member's own expense.

1 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
2 represented by Class Counsel.

3 5. The Court hereby approves the terms and conditions provided for in the
4 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
5 falls within the range of reasonableness of a settlement, including the amount of the PAGA
6 penalties, and appears to be presumptively valid, subject only to any objections that may be
7 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
8 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
9 Members when balanced against the probable outcome of further litigation relating to liability
10 and damages issues. It also appears that investigation, research, and court proceedings have been
11 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective
12 positions. It appears to the Court that settlement at this time will avoid substantial additional
13 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
14 further prosecution of the Litigation. It also appears that settlement has been reached as a result
15 of intensive, serious, and non-collusive arm's length negotiations.

16 6. A final fairness hearing on the question of whether the proposed Settlement
17 Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class
18 Counsel, the payment to the Claims Administrator, the payment to the Labor Workforce &
19 Development Agency, and the Class Representative Enhancement Award should be finally
20 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
21 **Wednesday, March 10, 2021 at 3:00 p.m.** in this Court.

22 7. The Court hereby approves, as to form and content, the Notice of Class Action
23 Settlement ("Notice") to be sent to Class Members, which is attached as Exhibit B to the
24 Declaration of Mai Tulyathan. The Court finds that distribution of the Notice to Class Members
25 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
26 the requirements of due process and shall constitute due and sufficient notice to all parties
27 entitled thereto.

28 8. The Court appoints and designates Phoenix Settlement Administrators as the

1 Claims Administrator. The Court hereby directs the Claims Administrator to provide the
2 approved Notice to Class Members using the procedures set forth in the Settlement Agreement.

3 9. Any Class Member may choose to opt out of and be excluded from the Settlement
4 as provided in the Settlement Agreement and Notice and by following the instructions for
5 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
6 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
7 Any requests for exclusion must be in writing and signed by each such Class Member opting out
8 and must otherwise comply with the requirements delineated in the Notice. Class Members who
9 have not requested exclusion by submitting a valid and timely request by the deadline shall be
10 bound by all determinations of the Court, the Settlement Agreement, and Judgment.

11 10. Any Class Member may object to the Settlement Agreement or express his or her
12 views regarding the Settlement Agreement, and may present evidence and file briefs or other
13 papers that may be proper and relevant to the issues to be heard and determined by the Court as
14 provided in the Class Notice.

15 11. The Motion for Final Approval shall be filed by the Class Representative no later
16 than sixteen (16) court days before the Settlement Fairness Hearing.

17 12. The Court reserves the right to adjourn or continue the date of the Settlement
18 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
19 the Class, and retains jurisdiction to consider all further applications arising out of or connected
20 with the Class Settlement Agreement.

21 IT IS SO ORDERED.

22
23 DATED: 11/9/2020


HON. ARTHUR A. WICK
SUPERIOR COURT OF CALIFORNIA

24
25 ///

26 ///

27 ///

28 ///

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: 11/2/20


Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved
Employees

AMY'S KITCHEN, INC.

Dated: 11/2/2020


Ashley L. Park
Attorneys for Defendant Amy's Kitchen, Inc.

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On November 2, 2020, I served the following document(s) described as: **[PROPOSED]**
11 **ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF**
12 **CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

13 Mike Resch
14 Ashely Park
15 Amy's Kitchen, Inc.
16 1650 Corporate Circle, Ste. 200,
17 Petaluma, CA 94954
18 *Attorneys for Defendant Amy's Kitchen, Inc.*

19 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
20 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
21 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
22 the above-entitled case. The service transmission was reported as complete and a copy of the
23 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
24 in this office.

25 I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct. Executed on November 2, 2020, at Los Angeles, California.

27 
28 Erika Mejia