

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: TBD

Time: TBD

Dept.: 17

Complaint Filed: March 4, 2020

1 Plaintiff Faheem Khan's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on August 25th, 2020, and a
3 hearing was held before this Court on _____, 2020 in Department 17. Plaintiff's
4 counsel, Mai Tulyathan of Diversity Law Group, P.C., appeared on behalf of Plaintiff, and
5 Defendant's counsel, Ashley Park appeared on behalf of Defendant Amy's Kitchen, Inc.
6 ("Defendant").

7 The Court has considered the Joint Stipulation of Class Action Settlement ("Stipulation"
8 or "Settlement Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
12 and reasonable to the Class.

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

16 3. The Court hereby conditionally certifies the following Class for settlement
17 purposes only:

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

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

25 4. The Court appoints and designates: (a) Plaintiff Faheem Khan as the Class
26 Representative and (b) Larry W. Lee and Kwanporn "Mai" Tulyathan of Diversity Law Group,
27 P.C., and William L. Marder of Polaris Law Group LLP, as Class Counsel for the Class. Class
28 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required

1 by, or which may be given, pursuant to the Settlement Agreement, and such other acts
2 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
3 may enter an appearance through his or her own counsel at such Class Member's own expense.
4 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
5 represented by Class Counsel.

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

19 6. A final fairness hearing on the question of whether the proposed Settlement
20 Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class
21 Counsel, the payment to the Claims Administrator, the payment to the Labor Workforce &
22 Development Agency, and the Class Representative Enhancement Award should be finally
23 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
24 _____ at _____ in this Court.

25 7. The Court hereby approves, as to form and content, the Notice of Class Action
26 Settlement ("Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
27 Declaration of Mai Tulyathan. The Court finds that distribution of the Notice to Class Members
28 substantially in the manner and form set forth in the Settlement Agreement and this Order meets

1 the requirements of due process and shall constitute due and sufficient notice to all parties
2 entitled thereto.

3 8. The Court appoints and designates Phoenix Settlement Administrators as the
4 Claims Administrator. The Court hereby directs the Claims Administrator to provide the
5 approved Notice to Class Members using the procedures set forth in the Settlement Agreement.

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

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

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

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

24 IT IS SO ORDERED.

25
26 DATED: _____

27 _____
HON. ARTHUR A. WICK
28 SUPERIOR COURT OF CALIFORNIA

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 August 25, 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 August 25, 2020, at Los Angeles, California.

27
28

Erika Mejia