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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

JOSHUA TAYLOR AND FRANK
LOMONACO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. VCU286113

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Nathan D. Ide, Dept. 2]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Filed concurrently with: Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities; Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; and Declaration of LATLC President Steven Vartazarian]

PRELIMINARY APPROVAL HEARING

Date: August 22, 2022

Time: 8:30 a.m.

Dept: 2

1 The Court has before it Plaintiffs Joshua Taylor (“Plaintiff Taylor”) and Frank
2 Lomonaco’s (“Plaintiff Lomonaco,” and together with Plaintiff Taylor, the “Plaintiffs”) Motion
3 for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for
4 Preliminary Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the
5 Declaration of LATLC President Steven Vartazarian, the Joint Stipulation Re: Class Settlement
6 (which is referred to herein as the “Settlement” or “Settlement Agreement”), and good cause
7 appearing, the Court hereby finds and orders as follows:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
9 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
10 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
11 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant U.S. Dairy
12 Systems, Inc. dba Automated Dairy Systems (“Defendant”), attached to the Declaration of Justin
13 F. Marquez in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
14 Settlement as Exhibit 1.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court. The Court notes that Defendant has
17 agreed to create a common fund of \$187,500.00 to cover: (a) settlement payments to the class
18 members who do not validly opt out; (b) a \$10,000.00 payment for the resolution of Plaintiffs’
19 claims for civil penalties brought under the Private Attorneys General Act (“PAGA”), with 75%
20 of which (\$7,500.00) being paid to California’s Labor & Workforce Development Agency
21 (“LWDA”) and 25% (\$2,500.00) being paid to the participating PAGA Members; (c) the Class
22 Representatives’ service payments of up to \$12,500.00 for Plaintiffs (\$7,500.00 to Plaintiff
23 Taylor and \$5,000.00 to Plaintiff Lomonaco); (d) Class Counsel’s attorneys’ fees, not to exceed
24 33 1/3% of the Gross Settlement Amount (\$62,500.00), and up to \$15,000.00 in costs for actual
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$5,975.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A Final Fairness Hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under PAGA, and the class representatives' enhancement awards should
14 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "All persons who worked for Defendant in California as an hourly-
18 paid or non-exempt employee during the Settlement Period (together, collectively referred to as
19 the "Class Members")."

20 6. The Settlement Period means the period from February 26, 2017 through
21 December 20, 2021.

22 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which
26 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
27 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representatives, for settlement purposes only,
3 Plaintiffs Joshua Taylor and Frank Lomonaco. The Court further preliminarily approves
4 Plaintiffs' ability to request service awards up to \$7,500.00 for Plaintiff Taylor and \$5,000.00
5 for Plaintiff Lomonaco.

6 9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
7 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
8 attorneys' fees of up to one-third of the Total Settlement Amount (\$62,500.00), and costs not to
9 exceed \$15,000.00.

10 10. The Court appoints Phoenix Settlement Administrators as the Settlement
11 Administrator with reasonable administration costs estimated not to exceed \$5,975.00.

12 11. The Court approves, as to form and content: (1) the Notice of Proposed Class
13 Action Settlement, attached as Exhibit A to the Settlement Agreement; and (2) the Workweek
14 Dispute Form, attached as Exhibit B to the Settlement Agreement (collectively, the "Notice
15 Packet"). The Court finds, on a preliminary basis, that the plan for distribution of the Notice
16 Packets to Settlement Class Members satisfies due process, provides the best notice practicable
17 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
18 thereto.

19 12. The Parties are ordered to carry out the Settlement according to the terms of the
20 Settlement Agreement.

21 13. Any Class Member who does not timely and validly request exclusion from the
22 Settlement may object to the Settlement Agreement.

23 14. The Court orders the following Implementation Schedule:

24 Defendant to provide Class List to the	Within 30 calendar days of the Court's
25 Settlement Administrator	Preliminary Approval Order
26 Settlement Administrator to mail the Notice	Within two weeks of receiving the Class List
27 Packets	

Response Deadline (Opt-out or Dispute Workweeks)	No later than 45 days after the date the Settlement Administrator initially mails the Notice Packets
Deadline to Provide Written Objections, if any	No later than 45 days after the date the Settlement Administrator initially mails the Notice Packets
Deadline for Administrator to Submit Report	No later than 7 days after the Response Deadline
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiffs	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiffs
Final Approval Hearing	January __, 2023 at __a.m./p.m., or the first available date thereafter

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Nathan D. Ide
Tulare County Superior Court

Taylor, et al. v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems, et al.
VCU286113

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On July 29, 2022, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant U.S. Dairy Systems, Inc. dba Automated Dairy Systems

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **July 29, 2022**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name


Signature