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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GONZALO ROJAS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

PREFERRED FOOD SERVICE, INC., an
unknown business entity; LOS ANGELES
POULTRY CO., INC., a California
corporation; DROR DAHAN, an individual;
DAVID DAHAN, an individual; LILY
DAHAN, an individual; ILANA DAHAN, an
individual; BAR DAHAN, an individual; and
DOES 1 through 100, inclusive;

Defendants.

Case No. 21STCV08225

[PROPOSED] JUDGMENT

Date: May 7, 2025
Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on May 7, 2025, before the above-entitled Court.
4 The parties having settled this action and the Court having entered an Order Granting Motion for
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined as: All current and former hourly-paid or non-exempt employees of either
9 Preferred Food Service, Inc. or Los Angeles Poultry Co., Inc. employed in California between
10 March 1, 2017, and December 31, 2023.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
13 are 360 Class Members who worked for Defendants during the Class Period. After providing Notice
14 to the Class, there are zero opt-outs and zero objections to the Settlement.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement, and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendants fully fund the entire Total Settlement Amount and fund
25 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, by operation
26 of this Final Judgment, each Class Member who has not validly opted out, has released the
27 "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in the
28 Agreement. The Participating Class Members, including Plaintiff, are bound by the Agreement, the

1 Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.
2 The Participating Class Members, including Plaintiff, are enjoined from prosecuting the Released
3 Class Claims and from initiating or continuing other proceedings regarding the Released Class
4 Claims.

5 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

6 (a) The Released Class Claims are defined as Released Class Claims are defined
7 as all claims under state, federal, or local law, that were alleged, or reasonably could have been
8 alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the
9 course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510,
10 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec.
11 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code
12 Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5)
13 failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely
14 pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate,
15 itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records
16 under Labor Code Sec 1174(d); (9) failure to reimburse business expenses under Labor Code Sec
17 2800,2802; (10) violation of California's unfair competition law under Business and Professions
18 Code Sec. 17200. The Class Period means the period from March 1, 2017 to December 31, 2023.

19 (b) The “Released Parties” means Defendants Preferred Food Service, Inc., Los
20 Angeles Poultry Co., Inc., Dror Dahan, David Dahan, Lily Dahan, Ilana Dahan, Bar Dahan and any
21 other entities that could be considered to have jointly employed the Class Members or PAGA
22 Members, as well as each of their officers, directors, managers, owners, executives, partners,
23 executive-level employees, shareholders, agents, insurers, attorneys, and any other predecessors,
24 successors, assigns or legal representatives.

25 7. After the Court's judgment is final, and Defendants have paid the Total Settlement
26 (and separately paid the employer-side payroll taxes), by operation of this Final Judgment, the
27 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
28 each “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims”

1 for the “PAGA Period” as set forth in the Agreement. Plaintiff, the Aggrieved Employees, the
2 LWDA, and the State of California are bound by the Agreement, the Order Granting Final Approval
3 of Class Action and PAGA Settlement, and this Final Judgment. Plaintiff, the Aggrieved
4 Employees, the LWDA, and the State of California are enjoined from prosecuting the Released
5 PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA
6 Claims.

7 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

8 (a) The Aggrieved Employees (also referred to as the “PAGA Members”) are
9 defined as all current and former hourly-paid or non-exempt employees of either Preferred Food
10 Service, Inc. or Los Angeles Poultry Co., Inc., employed in California between February 19, 2020,
11 and December 31, 2023.

12 (b) The “PAGA Period” (also referred to as the PAGA Release Period) is
13 defined as the period from February 19, 2020 to December 31, 2023.

14 (c) The Released PAGA Claims are defined as all claims for PAGA penalties
15 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
16 Complaint, the PAGA Notices, and ascertained in the course of the Action including, e.g., (1) failure
17 to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or
18 pay meal period premiums under Labor Code Sec. 226. 7, 512; (3) failure to provide rest periods
19 and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages
20 under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination
21 under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor
22 Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code
23 Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); and (9) failure
24 to reimburse business expenses under Labor Code Sec 2800, 2802.

25 9. This Court hereby grants final approval and awards the following: (i) \$436,044.20
26 for Attorneys’ Fees and Litigation Costs comprised of 35% of the Gross Settlement Amount, or
27 Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00) and costs and expenses in
28 the amount of Sixteen Thousand Forty-Four Dollars and Twenty Cents (\$16,044.20); (ii) the Class

1 Representative Payment to Class Representative, Gonzalo Rojas, of Fifteen Thousand Dollars and
2 Zero Cents (\$15,000.00); (iii) Administration Expenses Payment of Ten Dollars and Zero Cents
3 (\$10,000.00) to Atticus Administration LLC; and (iv) One Hundred Fifty Thousand Dollars and
4 Zero Cents (\$150,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development
5 Agency (“LWDA Payment”); and Fifty Thousand Dollars and Zero Cents (\$50,000.00) (25% of the
6 PAGA Payment) allocated to Aggrieved Employees (“Individual PAGA Payments”).

7 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
8 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
9 section 2699(1)(3).

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
11 **ORDERED.**

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14 DATED: _____

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17 Hon. Elihu M. Berle
18 Judge, Superior Court for the State of California,
19 County of Los Angeles
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