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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,

v.

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] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Date: October 30, 2024

Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle

Dept.: 6

1           This matter came before the Honorable Judge Elihu M. Berle of the Superior Court of the State  
2 of California, in and for the County of Los Angeles, at 10:00 a.m. on October 30, 2024, with Zakay  
3 Law Group, APLC appearing for plaintiff GONZALO ROJAS (“Plaintiff”), and Fisher & Phillips,  
4 LLP, appearing for Defendants PREFERRED FOOD SERVICE, INC.; and LOS ANGELES  
5 POULTRY CO., INC. (hereinafter “Defendants”). The Court, having carefully considered the briefs,  
6 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby  
7 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

8           **IT IS HEREBY ORDERED:**

9           1.       The Court preliminarily approves the Class Action and PAGA Settlement Agreement  
10 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the  
11 Declaration of Ryan Slinger, Esq., as **Exhibit “1”**. This is based on the Court’s determination that the  
12 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of  
13 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

14          2.       This Order incorporates by reference the definitions in the Agreement, and all terms  
15 defined therein shall have the same meaning in this Order as set forth in the Agreement.

16          3.       Subject to the Settlement Agreement, the Gross Settlement Amount that Defendants shall  
17 pay is One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). It appears to the  
18 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as  
19 to all Class Members when balanced against the probable outcome of further litigation relating to  
20 certification, liability, and damages issues. It further appears that investigation and research have been  
21 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It  
22 further appears to the Court that settlement at this time will avoid substantial additional costs by all  
23 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the  
24 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and  
25 non-collusive arms-length negotiations.

26          4.       The Court preliminarily finds that the Settlement appears to be within the range of  
27 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
28 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily

1 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
2 reasonable when balanced against the probable outcome of further litigation relating to certification,  
3 liability, and damages issues.

4 5. Plaintiff seeks Attorneys' Fees in the amount of up-to one-third of the Gross Settlement  
5 Amount for attorneys' fees, currently estimated at Four Hundred Twenty Thousand and Zero Cents  
6 (\$420,000.00), plus Attorneys' Litigation Costs of up to Twenty Five Thousand Dollars and Zero Cents  
7 (\$25,000.00), and proposed Enhancement Award to the Class Representative, Gonzalo Rojas, in an  
8 amount of not more than Fifteen Thousand Dollars (\$15,000). While these awards appear to be within  
9 the range of reasonableness, the Court will not approve the Attorneys' Fees and Litigation Costs or the  
10 Enhancement Award until the Final Approval Hearing.

11 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of  
12 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
13 proceeding should this Settlement not become final. For settlement purposes only, the Court  
14 conditionally certifies the following Class:

15 "All current and former hourly-paid or non-exempt employees of either  
16 Preferred Food Service, Inc. or Los Angeles Poultry Co., Inc. employed in  
17 California between March 1, 2017, and December 31, 2023."

18 7. The Court concludes that, for settlement purposes only, the Class meets the requirements  
19 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
20 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
21 common questions of law and fact predominate, and there is a well-defined community of interest  
22 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
23 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
24 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
25 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
26 to act as counsel for the Class Representative in his individual capacity and as the representative of the  
27 Class Members.

28 8. The Court provisionally appoints plaintiff GONZALO ROJAS as the representative of

1 the Class.

2 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
3 APC, Shani Zakay, of the Zakay Law Group, APLC, and Ryan Slinger of Lawyers for Justice, PC, as  
4 Class Counsel for the Class Members.

5 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class  
6 Notice”) attached to the Agreement as **Exhibit “A.”** The Court finds that the notice appears to fully  
7 and accurately inform the Class Members and Aggrieved Employees of all material elements of the  
8 proposed Settlement, including the right of any Class Member to be excluded from the Class by  
9 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object  
10 to the Settlement. The Court further finds that the distribution of the notices in the manner and form set  
11 forth in the Agreement and this Order meets the requirements of due process, is the most reasonable  
12 notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled  
13 thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth  
14 in the Agreement.

15 11. The Court hereby appoints Atticus Administration, LLC as Settlement Administrator.  
16 Within twenty-one (21) days after the Preliminary Approval Date, Defendants shall provide the  
17 Settlement Administrator with the Class Data, including information regarding Class Members that  
18 Defendants will in good faith compile from its records, including each Class Member’s full name, last-  
19 known mailing address, Social Security number, and number of Class Period Workweeks and PAGA  
20 Pay Periods. No later than fourteen (14) days after receiving the Class Data from Defendant, the  
21 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class  
22 U.S. Mail.

23 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
24 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
25 Settlement as provided in the Notice by following the instructions for requesting exclusion from the  
26 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must  
27 be postmarked or received by the Response Deadline which is sixty (60) calendar days after the  
28 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed

1 Notice, not more than fourteen (14) days from the original Response Deadline. Any such person who  
2 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class  
3 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,  
4 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all  
5 determinations of the Court, the Agreement, and Judgment.

6 13. Any Class Member who has not opted out may appear at the final approval hearing and  
7 may object or express the Class Member's views regarding the Settlement and may present evidence  
8 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
9 by the Court as provided in the Notice. Class Members will have sixty (60) calendar days from the date  
10 the Settlement Administrator mails the Class Notice to postmark their written objections to the  
11 Settlement Administrator.

12 14. A hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and  
13 Litigation Costs, Enhancement Award, and the Administration Expenses Payment shall be held before  
14 this Court on \_\_\_\_\_ at \_\_\_\_ AM/PM in Department 6 of the Los Angeles County  
15 Superior Court to determine all necessary matters concerning the Settlement, including: whether the  
16 proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair,  
17 adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final  
18 Approval should be entered herein; whether the plan of allocation contained in the Agreement should  
19 be approved as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees  
20 and Litigation Costs, Enhancement Award, and the Administration Expenses Payment. All papers in  
21 support of the motion for final approval and the motion for Attorneys' Fees and Litigation Costs and  
22 Enhancement Award shall be filed with the Court and served on all counsel within twenty-eight (28)  
23 days following the expiration of the Response Deadline.

24 15. In the event the Settlement does not become effective in accordance with the terms of the  
25 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
26 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,  
27 and the Parties shall revert to their respective positions as of before entering into the Agreement. In  
28 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,

1 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to  
2 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it  
3 is not approved.

4 16. All proceedings in this matter, except those contemplated by this Order and the  
5 Settlement Agreement, are stayed.

6 17. The Court reserves the right to adjourn or continue the date of the final approval hearing  
7 and all dates provided for in the Agreement without further notice to Class Members and retains  
8 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

9  
10  
11 Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT