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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] ORDER GRANTING FINAL
APPROVAL**

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 JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC appeared on
5 behalf of Plaintiff Gonzalo Rojas ("Plaintiff"). Fisher & Phillips LLP appeared on behalf of
6 Defendants Preferred Food Service, Inc., Los Angeles Poultry Co., Inc., Dror Dahan, David Dahan,
7 Lily Dahan, Iliana Dahan and Bar Dahan ("Defendants").

8 **I. FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV15331,
15 entitled *Miranda Lopez v. Behavior Frontiers, LLC*, and over all Parties to this litigation, including
16 the Class.

17 **Preliminary Approval of the Settlement**

18 3. On January 13, 2025, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class, defined as "All current and former hourly-paid or non-exempt
22 employees of either Preferred Food Service, Inc. or Los Angeles Poultry Co., Inc. employed in
23 California between March 1, 2017, and December 31, 2023."

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class U.S. Mail to the Class Members at their last known addresses on February 6,
27 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable
28 under the circumstances and was reasonably calculated to communicate actual notice of the

1 litigation and the proposed settlement to the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

3 5. The Response Deadline for opting out or objecting was April 7, 2025. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$1,200,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the parties. There is no evidence of any collusion between the parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. No requests for exclusion were
19 received.

20 e. The participation rate is high. All Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
26 ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$200,000.00.
3 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Settlement
4 and the allocation of 75% (\$150,000.00) to LWDA and 25% (\$50,000.00) to the Aggrieved
5 Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco*
6 *USA, Inc.* (2021) 72 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California
7 Labor Code Section 2699(1)(2).

8 **Attorneys' Fees and Litigation Costs**

9 10. The Agreement provides for Attorneys' Fees and Litigation Costs in the
10 amount of up to Four Hundred Forty-Five Thousand Dollars and Zero Cents (\$445,000.00). Subject
11 to Court approval, the payment for Attorneys' Fees and Litigation Costs consists of attorneys' fees
12 equal to 35% of the Gross Settlement Amount, or Four Hundred Twenty Thousand Dollars and Zero
13 Cents (\$420,000.00) and reimbursement of costs and expenses in the amount of up to Twenty-Five
14 Thousand Dollars and Zero Cents (\$25,000.00).

15 11. A payment for Attorneys' Fees and Litigation Costs in the amount of Four
16 Hundred Thirty-Six Thousand Forty-Four Dollars and Twenty Cents (\$436,044.20) comprised of
17 attorneys' fees in the amount of Four Hundred Twenty Thousand Dollars and Zero Cents
18 (\$420,000.00) and reimbursement of costs and expenses in the amount of Sixteen Thousand Forty-
19 Four Dollars and Twenty Cents (\$16,044.20) is reasonable in light of the contingent nature of Class
20 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The
21 requested attorneys' fee award represents 35% of the common fund, which is reasonable and at the
22 low end of the range for fee awards in common fund cases and is supported by Class Counsel's
23 lodestar.

24 **Class Representative Payment**

25 12. The Agreement provides for a Class Representative Payment of up to \$15,000
26 for Plaintiff, Gonzalo Rojas, subject to the Court's approval. The Court finds that the amount of
27 \$15,000 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
28 litigation.

1 **Administration Expenses Payment**

2 13. The Agreement provides for Administration Expenses Payment to be paid in
3 an amount not to exceed \$10,000.00. The Declaration of the Administrator provides that the actual
4 claims administration expenses were \$10,000.00. The amount of this payment is reasonable in light
5 of the work performed by the Administrator.

6 **II. ORDERS**

7 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

8 1. The Class is certified for the purposes of settlement only. The Settlement
9 Class is hereby defined to include:

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

13 2. There are 360 members of the Class. Every person in the Class who did not
14 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs
15 to the Settlement.

16 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
17 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
18 this Order and the terms of the Agreement.

19 4. Defendants shall fund the Gross Settlement Amount in three installments of
20 \$400,000 each, over the course of three years. The first installment shall be made 60 days after
21 entry of the Court's order of final approval. The second installment shall be made 12 months after
22 the first installment payment. The third installment shall be made 12 months after the second
23 installment payment. In exchange the Class Members shall release Defendants from the Released
24 Class Claims and the Aggrieved Employees shall release the Released PAGA Claims.

25 a. The Released Class Claims are defined as all claims under state,
26 federal, or local law, that were alleged, or reasonably could have been alleged, based on the Class
27 Period facts stated in the Operative Complaint and ascertained in the course of the Action including,
28 e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal

1 periods and/or pay meal period premiums under Labor Code Sec. 226. 7, 512; (3) failure to provide
2 rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay
3 minimum wages under Labor Code Sec 119, 1197, 1197 .1, et seq.; (5) failure to timely pay wages
4 upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during
5 employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage
6 statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor
7 Code Sec 1174(d); (9) failure to reimburse business expenses under Labor Code Sec 2800,2802;
8 (10) violation of California's unfair competition law under Business and Professions Code Sec.
9 17200. The Class Period means the period from March 1, 2017 to December 31, 2023.

10 b. The Released PAGA Claims are defined as all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint, the PAGA Notices, and ascertained in the course of the Action including, e.g.,
13 (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal
14 periods and/or pay meal period premiums under Labor Code Sec. 226. 7, 512; (3) failure to provide
15 rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay
16 minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages
17 upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during
18 employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage
19 statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor
20 Code Sec 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec 2800, 2802.
21 The PAGA Release Period means the period from February 19, 2020, to December 31, 2023.

22 5. Class Counsel are awarded a payment for Attorneys' Fees and Litigation
23 Costs in the amount of \$436,044.20 comprised of attorneys' fees in the amount of Four Hundred
24 Twenty Thousand Dollars and Zero Cents (\$420,000.00) and reimbursement of costs and expenses
25 in the amount of Sixteen Thousand Forty-Four Dollars and Twenty Cents (\$16,044.20). Class
26 Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
27 Plaintiff, or members of the Class.

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1 6. The payment of the Class Representative Payment to the Plaintiff in the
2 amount of \$15,000 is approved.

3 7. The payment of \$10,000.00 to the Administrator for the Administration
4 Expenses Payment is approved.

5 8. The PAGA Payment of \$200,000 is hereby approved as fair, reasonable,
6 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
8 fraud or collusion.

9 9. Final Judgment is hereby entered in this action. The Final Judgment shall
10 bind each Participating Class Member.

11 10. Final Judgment shall also bind Plaintiff, the State of California, the LWDA,
12 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

13 11. The terms "Aggrieved Employees" is hereby defined to include all current
14 and former hourly-paid or non-exempt employees of either Preferred Food Service, Inc. or Los
15 Angeles Poultry Co., Inc. who were employed in California between February 19, 2020, and
16 December 31, 2023.

17 12. The Court further finds and determines that Class Counsel satisfied
18 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
19 claims arising under the Private Attorney General Act ("PAGA") on October 11, 2024 and again on
20 March 7, 2025.

21 13. The Court orders Class Counsel to comply with California Labor Code §
22 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
23 entry of this Order.

24 14. The Agreement is not an admission by Defendants, nor is this Final Approval
25 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
26 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
27 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
28 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering

1 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
2 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
3 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
4 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
5 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
6 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
7 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
8 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
9 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
10 or issue preclusion or similar defense as to the claims being released by the Settlement.

11 15. Notice of entry of this Final Approval Order and Judgment shall be given to
12 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
13 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
14 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Notice
15 Packet.

16 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
17 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
18 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
19 connection with the distribution of settlement benefits.

20 17. If the Settlement does not become final and effective in accordance with the
21 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
22 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
23 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
24 be vacated.

25 **IT IS SO ORDERED.**

26
27 DATED: _____

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT