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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

PEDRO GERMAN, 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.

FRESH LINK LOGISTICS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: BC719412

Honorable Amy D. Hogue
Department SSC7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date:	March 16, 2022
Time:	10:00 a.m.
Department:	SSC7

Complaint Filed:	August 28, 2018
FAC Filed:	January 14, 2019
SAC Filed:	October 21, 2021
Trial Date:	None Set

1 This matter has come before the Honorable Amy D. Hogue in Department SSC7 of the
2 Superior Court of the State of California, for the County of Los Angeles, on March 16, 2022 at 10:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Pedro German ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and McDermott Will & Emery LLP
6 appears as counsel for Defendant Fresh-Link Logistics, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Settlement and Release
12 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to the
13 Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees, Attorneys' Costs, Service Award, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Class Members
7 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly non-exempt employees employed by Defendant in
22 California during the period from August 28, 2014 through June 18, 2021.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Pedro German as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within fifteen (15) business days of the date of this Order, Defendant shall provide
2 the Settlement Administrator with the following information in Excel format about each Class
3 Member: full name, last-known address, last-known telephone number, Social Security number, and
4 dates of employment as an hourly non-exempt employee of Defendant in California during the Class
5 Period (collectively referred to as the “Class Data List”) in conformity with the Settlement
6 Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
12 out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
13 Settlement Class Member’s right and opportunity to object to the Settlement by submitting a written
14 objection to the Settlement Administrator or by presenting an objection orally at the Final Approval
15 Hearing. The Court further finds that distribution of the Class Notice substantially in the manner
16 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
17 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
18 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
19 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within twenty-
20 five (25) business days of the date of this Order, pursuant to the terms set forth in the Settlement
21 Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
24 to be excluded from the Settlement by submitting a written statement requesting to be excluded in
25 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
26 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
27 Class Notice to Class Members (“Response Deadline”). Any such person who timely and validly
28 chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under

1 the Settlement and will not be bound by the Settlement or have any right to object, appeal, or
2 comment thereon. Class Members who have not submitted a timely and valid request to be excluded
3 from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement
4 and any final judgment based thereon.

5 13. A Final Approval Hearing shall be held before this Court on
6 _____ at _____ a.m./p.m. in
7 Department SSC7 of the Los Angeles County Superior Court, located at Spring Street Courthouse,
8 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters
9 concerning the Settlement, including: whether the proposed settlement of the action on the terms
10 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
11 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
12 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
13 reasonable to the Class Members; and determine whether to finally approve the requests for the
14 Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs.

15 14. Class Counsel shall file a motion for final approval of the Settlement and for
16 Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs, along with the
17 appropriate declarations and supporting evidence, including the Settlement Administrator's
18 declaration, by _____, to be heard
19 at the Final Approval Hearing.

20 15. To object to the Settlement, a Class Member may either submit a written objection
21 to the Settlement Administrator on or before the Response Deadline and/or present an objection
22 orally at the Final Approval Hearing. The written objection must be signed and must contain the
23 information that is required, as set forth in the Class Notice, including and not limited to the grounds
24 for the objection.

25 16. The Settlement is not a concession or admission, and shall not be used against
26 Defendant as an admission or indication with respect to any claim of any fault or omission by
27 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
28 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts

thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable AMY D. HOGUE
Judge of the Superior Court