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Attorneys for Plaintiff ALEX FURTADO  
individually, and on behalf of the putative class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ALEX FURTADO, an Individual, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

BAMIA 2, LLC, a California limited liability  
company; REEF GLOBAL, INC., a Florida  
Corporation; REEF TECHNOLOGY, INC., a  
corporate form unknown; and DOES 1-100,  
Inclusive,

Defendants.

**CASE NO.: 21STCV37585**

*[Assigned for all purposes to the Honorable Elihu  
M. Berle, Department 006]*

**[PROPOSED] ORDER GRANTING MOTION  
FOR AN ORDER (1) PRELIMINARILY  
APPROVING THE CLASS ACTION  
SETTLEMENT; (2) APPROVING NOTICE OF  
CLASS ACTION SETTLEMENT; AND (3)  
SETTING HEARING FOR FINAL  
APPROVAL**

Date: TBD  
Time: TBD  
Dept.: 6

*[Filed concurrently with the Notice of Motion and  
Motion for Preliminary Approval of Settlement;  
Declaration of Kyle Nordrehaug; Declaration of  
Danny Yadidsion; Declaration of Mehrdad  
Bokhour; Declaration of Alejandro Valenzuela;  
Declaration of Angeleigh Manjarrez; Declaration  
of Paris Johnson; Declaration of Lisa Mullins of  
Third-Party Administrator, ILYM Group, Inc.; Joint  
Stipulation of Class Settlement; and Class Notice]*

1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit brought by  
2 the Named Plaintiffs Alejandro Valenzuela, Angeleigh Manjarrez, and Paris Johnson (“Plaintiffs” or  
3 “Named Plaintiffs”) against Defendant Bamia 2, LLC (“Defendant”); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the  
5 settlement of the Action in accordance with the Joint Stipulation of Class Settlement (the “Stipulation” or  
6 “Settlement” or “Agreement”), which sets forth the terms and conditions for a proposed Settlement and  
7 final resolution of the Action upon the terms and conditions set forth therein; and the Court having read  
8 and considered the Stipulation and the exhibits annexed thereto;

9 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Order incorporates by reference the definitions in the Stipulation, and all terms  
11 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the Parties’  
12 Stipulation, the Court hereby conditionally certifies the following Settlement Class for settlement purposes  
13 only. Class Members: all current and former employees of Defendant who were classified as hourly, non-  
14 exempt employees in the State of California at any time from October 28, 2017 through February 16, 2023  
15 (the “Class Period”).

16 2. Upon entry of the Final Order of Approval, Participating Class Members who do not opt  
17 out of the Settlement will release all claims that were alleged or that could have been alleged based on the  
18 facts of Plaintiff’s operative complaint, as defined in the Stipulation (“Released Claims”). This includes  
19 without limitation all claims for wages, statutory and civil penalties, damages and liquidated damages,  
20 interest, injunctive or equitable relief, attorney’s fees and costs that were or could have been alleged and  
21 whether known or unknown under the laws of California or the Fair Labor Standards Act (“FLSA”) arising  
22 out of the allegations of the Complaint during the applicable class period, including, but not limited to:  
23 (1) failure to provide required meal periods, (2) failure to provide required rest periods, (3) failure to pay  
24 overtime wages, (4) failure to pay minimum wages, (5) failure to timely pay wages during employment,  
25 (6) failure to pay all wages due to discharged and quitting employees, (7) failure to maintain required  
26 records, (8) failure to furnish accurate, itemized wage statements, (9) failure to reimburse reasonable  
27 business expenses, (10) unfair business practices; and (11) claims for civil penalties pursuant to the  
28 California Private Attorneys General Act of 2004 (the “PAGA”). The release as to Defendant means

1 Defendant and any of its former and present parents, subsidiaries, affiliates, shareholders, members, agents  
2 (including, without limitation, any investment bankers, investors, accountants, insurers, reinsurers,  
3 attorneys and any past, present or future officers, directors and employees), predecessors, successors, and  
4 assigns (“the Released Parties”). Plaintiffs and Participating Class Members will release these Released  
5 Claims through the end of the Class Period.

6 3. Should for whatever reason the Settlement not become final, the fact that the Parties were  
7 willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be  
8 admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

9 4. Named Plaintiffs are hereby preliminarily appointed and designated, for all purposes, as  
10 the representatives of the Class, and the following attorneys are hereby preliminarily appointed and  
11 designated as counsel for the Named Plaintiffs and the Class: Labor Law, PC; Blumenthal, Nordrehaug,  
12 Bhowmik, DeBlouw LLP; Bokhour Law Group, P.C.; and Falakassa Law, P.C. (“Class Counsel”).

13 5. The Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable  
14 as to all Class Members when balanced against the potential outcomes of further litigation relating to  
15 liability and damages issues. The Court further finds that the Settlement has been reached as the result of  
16 serious and non-collusive, arms-length negotiations by Defendant and Plaintiff (the “Settling Parties”).

17 6. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 312 N.  
18 Spring Street, Los Angeles, California 90012, on \_\_\_\_\_ at \_\_\_\_ am / pm in Department 6, to  
19 determine all necessary matters concerning the Settlement, including: whether the proposed settlement of  
20 the Action should be finally approved by the Court; whether a Judgment, as provided in the Stipulation,  
21 should be entered herein; whether the plan of allocation contained in the Stipulation should be approved  
22 as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel’s Fees Award  
23 and Cost Award, the Named Plaintiff’s service payment, and payment for Claims Administration Costs.

24 7. The Court hereby approves, as to form and content, of the Class Notice attached as **Exhibit**  
25 **A** to the Stipulation. The Court finds that distribution of the Notice, substantially in the manner and form  
26 set forth in the Stipulation and this Order, meets the requirements of due process, is the best notice  
27 practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled  
28 thereto.

1           8.     The Court hereby appoints ILYM Group, Inc., as Settlement Administrator and hereby  
2 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the  
3 Notice attached as Exhibit A to the Stipulation, by first class mail at their last known address, within  
4 fourteen (14) days of receiving the Class List and Data from Defendant.

5           9.     Any Class Member (as defined by the Stipulation) may choose to opt out of the Settlement  
6 or object to the Settlement as provided in the Notice by following the instructions for requesting exclusion  
7 from the Settlement Class or objecting to the settlement. Class Members will have sixty (60) days from  
8 the date of mailing of the Notice in which to postmark objections or a notice of opting out (“Notice  
9 Response Deadline”). The Settlement Administrator shall use standard devices, including a skip trace, to  
10 obtain forwarding addresses of any Settlement Class Member, if any envelopes with Notices are returned.  
11 The Settlement Administrator will take reasonable steps to ensure that the Notice is sent to all Settlement  
12 Class Members and for any returned notices, the Settlement Administrator will re-mail a new Notice to  
13 any Class Member for whom an updated address is located. If no forwarding address is provided, the  
14 Settlement Administrator shall promptly attempt to determine a correct address by using ILYM Group’s  
15 proprietary skip-tracing software and/ or using USPS’s NCOA database or other search using the name,  
16 address and/or Social Security number of the Settlement Class Member involved, and shall then perform  
17 a re-mailing, if another mailing address is identified by the Settlement Administrator, within five (5)  
18 business days of the date the original Notice was returned as undeliverable. Thus, most if not all, class  
19 members will likely receive the Notice Packet. Class Members who wish to exclude themselves from this  
20 Settlement must submit a written Request for Exclusion to the Settlement Administrator within sixty (60)  
21 days after the date the Notice was mailed to Settlement Class Members (the “Response Deadline”). With  
22 the exception of PAGA Class Members, who will receive their share of the PAGA payment and be bound  
23 by the Stipulation’s release of any and all claims under the PAGA regardless of their opt-out status, any  
24 Settlement Class Member who timely requests exclusion will not be entitled to any recovery under the  
25 settlement and will not be bound by the terms of the settlement or have any right to object, appeal or  
26 comment thereon. Any written request to opt-out must be signed by each such person opting out. All Class  
27 Members who do not timely and properly notify the Claims Administrator of their desire to opt-out of the  
28 Settlement shall become bound by all determinations of the Court, the Stipulation and Judgment.

1           10. Any Settlement Class Members other than Plaintiff who wish to object to the Settlement  
2 must mail, fax or email their written statement of objection (“Notice of Objection”) to the Settlement  
3 Administrator by the Response Deadline. The date of the postmark on the return mailing envelope, fax  
4 time stamp or email time stamp shall be deemed the exclusive means for determining that a Notice of  
5 Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member  
6 and include the full name of the Settlement Class Member; the dates of employment of the Settlement  
7 Class Member; a clear and concise statement of the basis for each specific objection and any  
8 accompanying legal support therefor; and whether the Settlement Class Member intends to appear at the  
9 Final Approval/Settlement Fairness Hearing. Settlement Class Members who submit a timely Notice of  
10 Objection prior to the Response Deadline will have a right to appear at the Final Approval/Settlement  
11 Fairness Hearing in order to have their objections heard by the Court. The Court will hear from any Class  
12 Member who attends the Final Approval Hearing and asks to speak regarding his or her objection without  
13 the need to file a written objection or notice of appearance. Written Objections will not be presumptively  
14 invalidated if the objections do not comply with all requirements, other than timeliness.

15           11. As of the date this Order is signed, all dates and deadlines associated with the Action shall  
16 be stayed, other than those pertaining to the administration of the Settlement of the Action.

17           12. In the event that, after the Parties have exhausted all reasonable efforts to have the  
18 Stipulation approved by the Court, the Stipulation is not preliminarily or finally approved by the Court,  
19 fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or  
20 prohibits Defendant from obtaining a complete resolution of the claims as described herein:

21                 a. The Settlement Agreement shall be void *ab initio* and of no force or effect, and  
22 shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect  
23 to any issue, substantive or procedural;

24                 b. The conditional class certification (obtained for any purpose) shall be void *ab initio*  
25 and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding  
26 for any purpose or with respect to any issue, substantive or procedural; and

27                 c. None of the Parties to the Settlement will be deemed to have waived any claims,  
28 objections, defenses or arguments in the Action, including with respect to the issue of class certification.

1 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all  
2 dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction to  
3 consider all further applications arising out of or connected with the proposed Settlement.

4  
5 **IT IS SO ORDERED.**

6  
7  
8 DATED: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE ELIHU M. BERLE  
JUDGE OF THE SUPERIOR COURT

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