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

CARMELA REYES, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

EVERYTABLE, PBC, a Delaware
corporation; HARVEST FRESH FOODS,
PBC, an unknown entity, and DOES 1 through
10, inclusive,

Defendants.

Case No. 21STCV35987

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Judge David S.
Cunningham III]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; and Declaration of
Justin F. Marquez in Support of Plaintiff's
Motion for Preliminary Approval of Class
Action Settlement.]*

PRELIMINARY APPROVAL HEARING

Date: September 15, 2022

Time: 9:30 a.m.

Dept: 11

Complaint filed: September 30, 2021

FAC filed: August 22, 2022

1 The Court has before it Plaintiff Carmela Reyes' ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Joint Stipulation of Class
4 Action and PAGA Settlement and Release (which is referred herein as the "Settlement" or
5 "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendants
11 EVERYTABLE, PBC and HARVEST FRESH FOODS, PBC ("Defendants"), attached to the
12 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of
13 Class Action Settlement as Exhibit A.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court. The Court notes that Defendants have
16 agreed to create a common fund of \$742,000.00 to cover: (a) settlement payments to the class
17 members who do not validly opt out; (b) a \$10,000.00 payment for the settlement of claims for
18 penalties under the Private Attorneys General Act ("PAGA"), with 75% of which (\$7,500.00)
19 being paid to the State of California, Labor & Workforce Development Agency ("LWDA") and
20 25% (\$2,500.00) being paid to the PAGA Members; (c) the Class Representative service
21 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33
22 1/3% of the Gross Settlement Amount (\$247,333.33), and up to \$20,000.00 in costs for actual
23 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
24 \$10,000.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A Final Fairness Hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
11 of claims for penalties under PAGA, and the class representative's enhancement award should
12 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Settlement Class"): "[A]ll persons who worked for Defendants in California as an hourly-
16 paid or non-exempt employee during the time period of April 5, 2017 through May 22, 2022."

17 6. The Settlement Period means the period from April 5, 2017 through May 22,
18 2022.

19 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
22 questions of law and fact that are common, or of general interest, to the Settlement Class, which
23 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
24 Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests
25 of the Settlement Class; and (5) a class action is superior to other available methods for the fair
26 and efficient adjudication of the controversy.

27 8. The Court appoints as Class Representative, for settlement purposes only,
28 Plaintiff Carmela Reyes. The Court further preliminarily approves Plaintiff's ability to request

an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$247,333.33), and costs not to exceed \$20,000.00.

10. The Court appoints Simpluris as the Settlement Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

11. The Court approves, as to form and content the Notice of Proposed Class Action Settlement, attached as Exhibit 1 to the Settlement Agreement. The Court finds, on a preliminary basis, that the plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any member of the Settlement Class who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendants to provide Class List to the Settlement Administrator, as defined in the Settlement Agreement	October 5, 2022
Settlement Administrator to mail the Notice Packets	October 14, 2022
Response Deadline (Opt-out or dispute Workweeks)	December 13, 2022
Deadline to Provide Written Objections, if any	December 13, 2022
Deadline for Settlement Administrator to	December 20, 2022

1 Provide Counsel with Declaration Attesting	
2 to Completion of Notice Process	
3 Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
4 Request for Attorneys' Fees and Costs, and	Final Approval, which is January 3, 2023;
5 Service Award to Plaintiff	Request for Attorneys' Fees and Costs, and
6	Service Award to Plaintiff
7 Final Approval Hearing	January 26, 2023 at ____ a.m./p.m., or first
8	available date thereafter, in Department 11

9 15. The Court further ORDERS that, pending further order of this Court, all proceedings
10 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

11 **IT IS SO ORDERED.**

12
13
14 DATE:

Hon. David S. Cunningham III
Los Angeles County Superior Court

Reyes v. Everytable, PBC, et al.
21STCV35987

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On August 23, 2022, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendants

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

Executed on **August 23, 2022**, at Los Angeles, California.


Ashley Narinyans