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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.

FILED
Superior Court of California
County of Los Angeles
05/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No. 21STCV35987

CLASS ACTION

*[Assigned for all purposes to Judge David S.
Cunningham III, Dept. 11]*

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

FINAL APPROVAL HEARING

Date: April 26, 2023

Time: 9:00 a.m.

Dept: 11

1 On December 1, 2022, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Carmela Reyes (“Plaintiff”) now seeks an order granting
3 final approval of the Amended Stipulation of Settlement (“Settlement”), attached to the
4 Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class
5 Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendants Everytable, PBC and Harvest Fresh Foods, PBC
17 (“Defendants”).

18 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
19 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
20 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
21 forth in the Settlement Agreement between Plaintiff and Defendants, attached to the Declaration
22 of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action
23 Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the settlement subject to the limitations on the requested fees and
26 enhancements as set forth below.

27 5. Plaintiff and all Settlement Class Members (“Participating Class Members”) shall
28 have, by operation of this Final Order and Judgment, fully, finally, and forever released,

1 relinquished, and discharged Defendants from all Released Claims as defined in the Settlement.

2 6. The Released Claims mean all claims, demands, rights, liabilities and causes of
3 action against the Released Parties and any of them, for relief and penalties, that accrued during
4 the Class Period, and as a result of Class Members' employment by Defendants in California, that
5 arise under any state or local law or state administrative order that was pled based on the facts
6 alleged in the Operative Complaint, including claims of failure to pay for all hours worked
7 (including minimum, straight time, and overtime wages), failure to provide meal periods, failure
8 to authorize and permit rest periods, failure to timely pay final wages at termination, failure to
9 furnish accurate itemized wage statements, failure to indemnify employees for expenditures, and
10 all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
11 causes of action under California law, to the extent permissible, including, but not limited to, the
12 California Labor Code and the applicable Wage Orders, including, without limitation, all related
13 claims for restitution and other equitable relief arising from California Business and Professions
14 Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs,
15 and any other related claims and/or penalties.

16 7. The Released Parties mean Defendants and each of their parent companies,
17 subsidiaries, affiliates, current and former management companies, shareholders, members, agents
18 (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
19 present or future officers, directors and employees) predecessors, successors, and assigns.

20 8. As of the Effective Final Settlement Date, all members of the Settlement Class,
21 except those that make a valid and timely request to be excluded from the Settlement Class and
22 Settlement, waive, release, discharge, and promise never to assert in any forum or otherwise make
23 a claim against any of the Released Parties for any of the Released Claims arising during the
24 Settlement Period. Daniel Venzor and Jazmin Giselle Figueroa have made valid and timely
25 requests to be excluded from the Settlement Class.

26 9. The Parties shall bear their own respective attorneys' fees and costs, except as
27 otherwise provided for in the Settlement and approved by the Court.

28 10. Solely for purposes of effectuating the settlement, the Court finally certified the

1 following Class: “All persons who worked for any Defendant in California as an hourly-paid or
2 non-exempt employee during the Settlement Period.”

3 11. The Settlement Period means the period from April 5, 2017 through May 22,
4 2022.

5 12. No Class Members have objected to the terms of the Settlement.

6 13. The Notice provided to the Class conforms with the requirements of California
7 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
8 by providing individual notice to all Class Members who could be identified through reasonable
9 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
10 therein to the Class Members. The Notice fully satisfies the requirements of due process.

11 14. The Court finds the Settlement Amount, the Net Settlement Amount, and the
12 methodology used to calculate and pay each Participating Class Member’s Net Settlement Payment
13 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
14 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

15 15. Defendant shall pay a total of \$742,000.00 to resolve this litigation.

16 16. From the Settlement Amount, \$7,500.00 shall be paid to the California Labor and
17 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
18 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
19 of 2004, California Labor Code section 2698, *et seq.*

20 17. From the Settlement Amount, \$5,000.00 shall be paid to the named Plaintiff for her
21 service as a class representative and for her agreement to release claims.

22 18. From the Settlement Amount, \$9,995.00 shall be paid to the Settlement
23 Administrator, Simpluris, Inc.

24 19. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
25 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

26 20. From the Settlement Amount, Class Counsel is awarded \$247,333.33 for their
27 reasonable attorneys' fees and \$16,855.11 for their reasonable costs incurred in the Action. The
28 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds

1 that the fees are reasonable in light of the benefit provided to the Class.

2 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
3 Members by posting a copy of the Final Approval Order and the Judgment on Simpluris' website
4 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order
5 and Judgment.

6 22. Without affecting the finality of this Order in any way, this Court retains continuing
7 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
8 respect to all Parties to this action, and their counsel of record.

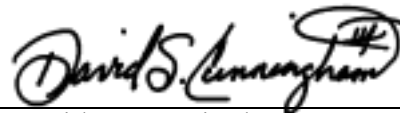
9 23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
10 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

11 24. The Court sets a Non-Appearance Case Review Re: Filing Final Report for January
12 26, 2024 at 8:30 a.m. in Department 11 of the above-entitled Court.

13 25. The Court sets an Order to Show Cause Re: Filing Amended Judgment for February
14 26, 2026 at 9:30 a.m. in Department 11 of the above-entitled Court, with a joint statement to be
15 filed five (5) court days before the hearing.

16 **IT IS SO ORDERED.**

17
18
19 DATE: 05/03/2023



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

PROOF OF SERVICE

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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 **May 1, 2023**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL 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:

Joshua D. Carlon (SBN 263838)
joshua.carlon@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 281-5235
Facsimile: (213) 250-7900

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.**

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **May 1, 2023**, at Los Angeles, California.



Ashley Narinyans