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Attorneys for Plaintiff

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

CARMELA REYES, individually, and 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: Hon. David S.
Cunningham III]*

**NOTICE OF ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint filed: September 30, 2021
Trial date: Not Set

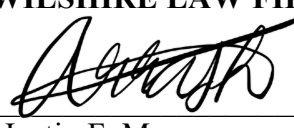
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Court in the above-referenced matter has granted
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct
4 copy of the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 Settlement is attached hereto as **Exhibit A**.

6
7 Respectfully submitted,

8 Dated: December 2, 2022

WILSHIRE LAW FIRM

9
10 By: 

Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

11
12 Attorneys for Plaintiff

Exhibit A

Justin F. Marquez (SBN 262417)
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Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles
 12/01/2022
 Sherri R. Greder, Executive Officer of Court
 By: J. Grodell Deputy

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

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 all others similarly situated, and on behalf of the
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Case No. 21STCV35987

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David S.
 Cunningham III]

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

[Filed concurrently with: Plaintiff's
 Supplemental Memorandum; Supplemental
 Declaration of Justin F. Marquez; Declaration
 of Plaintiff Carmela Reyes; and Declaration
 of Joshua Carlon]

PRELIMINARY APPROVAL HEARING

Date: December 1, 2022
 Time: 10:30 a.m.
 Dept: 11

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 Supplemental
4 Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class
5 Action Settlement, the Supplemental Declaration of Justin F. Marquez, the Declaration of
6 Carmela Reyes, the Declaration of Joshua Carlon, the Declaration of Dirk Sampselle (which is
7 attached to the Declaration of Joshua Carlon as Exhibit A), the Amended Joint Stipulation of
8 Class Action and PAGA Settlement and Release ("Amended Settlement" or "Amended
9 Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
10 follows:

11 1. The Court finds on a preliminary basis that the Amended Settlement Agreement
12 appears to be fair, adequate, and reasonable and therefore meets the requirements for
13 preliminary approval. The Court grants preliminary approval of the Settlement and the
14 Settlement Class based upon the terms set forth in the Amended Settlement Agreement between
15 Plaintiff and Defendants Everytable, PBC and Harvest Fresh Foods, PBC ("Defendants"),
16 attached to the Supplemental Declaration of Justin F. Marquez in Support of Motion for
17 Preliminary Approval of Class Action Settlement as **Exhibit 3**.

18 2. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court. The Court notes that Defendants have
20 agreed to create a common fund of \$742,000.00 to cover: (a) settlement payments to the class
21 members who do not validly opt out; (b) a \$10,000.00 payment for the settlement of claims for
22 penalties under the Private Attorneys General Act ("PAGA"), with 75% of which (\$7,500.00)
23 being paid to the State of California, Labor & Workforce Development Agency ("LWDA") and
24 25% (\$2,500.00) being paid to the PAGA Members; (c) the Class Representative service
25 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33
26 1/3% of the Gross Settlement Amount (\$247,333.33), and up to \$20,000.00 in costs for actual
27 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
28 \$10,000.00.

1 3. The Court preliminarily finds that the terms of the Amended Settlement
2 Agreement appear to be within the range of possible approval, pursuant to California Code of
3 Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the
4 settlement amount is fair and reasonable to the class members when balanced against the
5 probable outcome of further litigation relating to class certification, liability and damages
6 issues, and potential appeals; (2) significant informal discovery, investigation, research, and
7 litigation have been conducted such that counsel for the Parties at this time are able to
8 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial
9 costs, delay, and risks that would be presented by the further prosecution of the litigation; and
10 (4) the proposed settlement has been reached as the result of intensive, serious, and non-
11 collusive negotiations between the Parties with the assistance of a well-respected class action
12 mediator. Accordingly, the Court preliminarily finds that the Amended Settlement Agreement
13 was entered into in good faith.

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

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

22 6. The Settlement Period means the period from April 5, 2017 through May 22,
23 2022.

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
27 questions of law and fact that are common, or of general interest, to the Settlement Class, which
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, 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 Amended 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 Amended Settlement Agreement.

13. Any member of the Settlement Class who does not timely and validly request exclusion from the Settlement may object to the Amended 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	December 21, 2022
Settlement Administrator to mail the Notice Packets	January 2, 2023

Response Deadline (Opt-out or dispute Workweeks)	March 3, 2023
Deadline to Provide Written Objections, if any	March 3, 2023
Deadline for Settlement Administrator to Provide Counsel with Declaration Attesting to Completion of Notice Process	March 10, 2023
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff
Final Approval Hearing	<u>April 26</u> , 2023 at <u>9:00</u> a.m./ p.m. , or first available date thereafter, in Department 11

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

IT IS SO ORDERED.



David S. Cunningham

DATE: 12/01/2022

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

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

I, Rebecca Padilla, 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 rpadilla@wilshirelawfirm.com.

On December 2, 2022, I served the foregoing **NOTICE OF 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**.

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

Executed on December 2, 2022, at Los Angeles, California.

Reception

Rebecca Padilla