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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL FORD as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AVARTARA LLC; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 22STCV10348

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASSAND REPRESENTATIVE
ACTION SETTLEMENT**

1 Plaintiffs Michael Ford and Anthony Williams’ (“Plaintiffs” or the “Class
2 Representatives”) Unopposed Motion for Preliminary Approval of Class and Representative
3 Action Settlement and Provisional Certification of Class was filed with the Court on July 3, 2024,
4 and a hearing was held before this Court on October 30, 2024. Plaintiffs and Defendant Avartara,
5 LLC (“Defendant”) appeared through their respective counsel of record.

6 The Court has considered Joint Stipulation of Class and Representative PAGA
7 Consolidated Action Settlement (“Agreement” or “Settlement Agreement”) and all other papers
8 filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiffs and Defendant (hereafter, the “Parties”) filed herewith. The Settlement Agreement
12 appears to be fair, adequate, and reasonable to the Class.

13 2. The Parties, through their counsel of record in the Action, have reached an
14 agreement to settle all claims in the Action on behalf of the Class (as defined below and in the
15 Settlement Agreement) as a whole.

16 3. The Court hereby conditionally certifies the following classes for settlement
17 purposes only: all current and former non-exempt employees who are or previously were
18 employed by Defendant in the State of California during the period of August 25, 2018, and
19 ending on April 25, 2024.

20 4. Should for whatever reason the Settlement Agreement not become final, the fact
21 that the Parties were willing to stipulate to certification of a class as part of the Settlement
22 Agreement shall have no bearing on, or be admissible in connection with, the Action or the issue
23 of whether a class should be certified in a non-settlement context.

24 5. The Court appoints and designates: (a) Plaintiffs Michael Ford and Anthony
25 Williams as the Class Representatives; and (b) Larry W. Lee and Kristen M. Agnew of Diversity
26 Law Group, P.C., and Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law
27 Corporation, as Class Counsel. Class Counsel is authorized to act on behalf of the Class with
28 respect to all acts or consents required by, or which may be given, pursuant to the Settlement

1 Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its
2 terms. Any Class Member may enter an appearance through his or her own counsel at such Class
3 Member's own expense. Any Class Member who does not enter an appearance or appear on his
4 or her own behalf will be represented by Class Counsel.

5 6. The Court hereby approves the terms and conditions provided for in the Settlement
6 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
7 range of reasonableness of a settlement, and appears to be presumptively valid, subject only to
8 any objections that may be raised at the final fairness hearing and final approval by the Court. It
9 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as
10 to all potential Class Members when balanced against the probable outcome of further litigation
11 relating to liability and damages issues. It also appears that investigation, research, and court
12 proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate
13 their respective positions. It appears to the Court that settlement at this time will avoid substantial
14 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
15 further prosecution of the Action. It also appears that settlement has been reached as a result of
16 intensive, serious, and non-collusive arm's-length negotiations.

17 7. A Final Fairness and Final Approval Hearing on the question of whether the
18 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
19 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Enhancement
20 Payments should be finally approved as fair, reasonable, and adequate as to the members of the
21 Class is hereby set for _____ at _____ in this Court.

22 8. The Court hereby approves, as to form and content, the Notice of Class Action
23 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
24 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
25 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
26 the requirements of due process and shall constitute due and sufficient notice to all parties entitled
27 thereto.

28 9. The Court appoints and designates Phoenix Administrators as the Settlement

1 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
2 Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

3 10. Any Class Member may choose to opt out of and be excluded from the settlement
4 as provided in the Settlement Agreement and Class Notice and by following the instructions to
5 request exclusion. Provided, however, that no Class Member may opt out of or be excluded from
6 participating in the settlement of the Released PAGA Claims.

7 11. Any person who timely and properly opts out of the settlement will not be bound
8 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt
9 out request must be in writing and signed by each such Class Member opting out and must
10 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
11 not requested exclusion by submitting a valid and timely opt out request, by the opt out deadline,
12 shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

13 12. Any Class Member may object to the Settlement Agreement or express his or her
14 views regarding the Settlement Agreement, and may present evidence and file briefs or other
15 papers that may be proper and relevant to the issues to be heard and determined by the Court as
16 provided in the Class Notice.

17 13. The Motion for Final Approval shall be filed by the Class Representatives no later
18 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

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

23 IT IS SO ORDERED.

24 DATED: _____

25 SIGNED: _____
26 Hon. Yvette M. Palazuelo
27 Judge of the Superior Court