

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

LINDSAY ORIN, on behalf of
herself and all others similarly
situated and on behalf of the general
public,

Plaintiff,

v.

CAL. DEL. U.S.A. INC., a
California corporation, and DOES 1
through 10, inclusive,

Defendant.

Case No. 2:23-cv-03404-FMO-KS
Assigned To: Fernando M. Olguin
Courtroom: 6D

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AND NOTICE AND
SETTING FINAL APPROVAL
HEARING**

Date: January 11, 2024

Time: 10:00 a.m.

Courtroom: 6D

Judge: Fernando M. Olguin

[Los Angeles County Superior Court Case
No. 23STCV07181]

[State Court Complaint Filed: April 3, 2023]

1 The motion of Plaintiff LINDSAY ORIN (“Plaintiff”) came before this
2 Court for an order: (1) Conditionally Certifying the Settlement Class; (2) Preliminarily
3 Approving Class Action Settlement; (3) Directing Distribution of Class Notice; and
4 (4) Setting Hearing for Final Approval of the Settlement. The Court has considered
5 the Stipulation and Settlement of Class, Collective and Representative Action, the
6 proposed Class Notice, the submissions of counsel, and all other papers filed in this
7 action. The matter having been submitted and good cause appearing therefore, the
8 Court at the hearing granted preliminary approval of the class action settlement and
9 the Court hereby finds and orders as follows:

10 1. All defined terms contained herein shall have the same meanings
11 as set forth in the Stipulation and Settlement of Class, Collective and Representative
12 Action executed by the settling parties and filed with this Court, including any
13 amendments thereto (the “Agreement”).

14 2. Plaintiff brought this class and representative action lawsuit on
15 behalf of “all current and former non-exempt employees who have worked for
16 Defendant, in California during the Settlement Class Period [the period from April 3,
17 2019 through December 4, 2024]” (the “Settlement Class”) and “all current and
18 former non-exempt employees who have worked for Defendant, in California during
19 the PAGA Period [the period from March 27, 2022 through December 4, 2024]” (the
20 “Aggrieved Employees”).

21 3. In the current operative First Amended Complaint, Plaintiff alleges
22 that Defendant Cal. Del. U.S.A. Inc. (“Defendant”) failed to pay all minimum and
23 overtime wages due; failed to provide rest periods or compensation in lieu thereof;
24 failed to provide meal periods or compensation in lieu thereof; failed to reimburse
25 necessary business expenses; failed to comply with itemized employee wage
26 statement provisions; and failed to pay wages due at separation of employment. As a
27 result, Plaintiff claims she and the Class are entitled to wages and overtime pay
28 pursuant to the Fair Labor Standards Act 29 U.S.C. §§ 206 and 207 and California

1 Labor Code sections 226.7, 246, 510, 512, and 1194, compensation for missed rest
2 break periods pursuant to Labor Code sections 226.7, compensation for missed meal
3 break periods pursuant to Labor Code sections 226.7 and 512, reimbursement of
4 business expenses pursuant to Labor Code section 2802, penalties for inaccurate
5 itemized wage statements pursuant to Labor Code section 226(a), penalties to
6 terminated employees pursuant to Labor Code section 203, PAGA penalties pursuant
7 to Labor Code section 2699, and restitution and injunctive relief in accord with
8 California Business and Professions Code section 17200, as well as interest and
9 attorneys' fees.

10 4. The Class consists of approximately 63 current and former
11 employees of Cal. Del. U.S.A. Inc., who worked approximately 6,200 employee
12 workweeks (in total) encompassed in the Class Period as of September 24, 2023.
13 Pursuant to the Agreement, Defendant have agreed to pay \$250,000.00 to resolve the
14 claims of Class Members who do not timely and validly opt out. The Settlement will
15 be fully paid with no reversion of the settlement amount.

16 5. The purpose of the court's preliminary evaluation of the settlement
17 is to determine whether it is within the "range of reasonableness" and thus whether
18 notice to the class of the terms and conditions of the settlement and the scheduling of a
19 formal fairness hearing are worthwhile. 4 *Newberg* § 11.25. The decision to approve
20 or reject a proposed settlement is committed to the court's sound discretion. *Hanlon*
21 *v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). The Court finds on a
22 preliminary basis that the Settlement memorialized in the Agreement is within the
23 range of reasonableness and hereby grants preliminary approval of the Settlement.
24 The Settlement was achieved after substantial investigation, informal discovery, legal
25 analysis and zealous challenges to liability and damages.

26 6. The Court conditionally approves, for the purposes of approving
27 this Settlement only and for no other purpose and with no other effect on the Action,
28 including no effect on the Action should the Agreement not ultimately be approved or

1 should the Effective Date not occur, an opt-out class under Rule 23, Federal Rules of
2 Civil Procedure, that is defined as follows:

3 All current and former non-exempt employees who have
4 worked for Defendant, in California during the Settlement
Class Period.

5 The proposed Class meets the requirements for certification under Rule
6 23 of the Federal Rules of Civil Procedure: (a) the proposed Class is ascertainable and
7 so numerous that joinder of all members of the class is impracticable; (b) there are
8 questions of law or fact common to the proposed Class; (c) the claims of Plaintiff are
9 typical of the claims of the members of the proposed Class; (d) Plaintiff Lindsay Orin
10 will fairly and adequately protect the interests of the Class Members; (e) a class action
11 is superior to other available methods for an efficient adjudication of this controversy;
12 and (f) the counsel of record for Plaintiff Lindsay Orin is qualified to serve as counsel
13 for Plaintiff Lindsay Orin in her own capacity as well as her representative capacity
14 and for the Class. The principal issues of controversy are whether Class Members
15 were paid all wages due; received their meal periods and/or premiums; and were
16 reimbursed business expenses. These issues are suitable for common adjudication
17 because Class Members all worked as non-exempt employees in California during the
18 relevant time period and thus were subject to the same employment policies and
19 practices. (Gaines Decl. at ¶ 33.) Particularly in the settlement context, class
20 resolution is superior to other available methods for the fair and efficient adjudication
21 of the controversy. *See Hanlon*, 150 F.3d at 1023. The superiority requirement
22 involves a “comparative evaluation of alternative mechanisms of dispute resolution.”
23 *Id.* Here, as in *Hanlon*, the alternative methods of resolution are individual suits for
24 relatively small amounts. *See id.* These claims “would prove uneconomic for
25 potential plaintiffs” because “litigation costs would dwarf potential recovery.” *Ibid.*
26 For this reason, in this case, as in *Hanlon*, a class action is the superior method of
27 resolution. (Gaines Decl. at ¶¶ 38-39.)

28 7. The Court hereby appoints Plaintiff Lindsay Orin as Class

1 Representative for the Class.

2 8. The Court appoints Daniel F. Gaines and Alex P. Katofsky of
3 Gaines & Gaines, APLC as Class Counsel. Class Counsel are experienced in
4 prosecuting and defending employment matters, particularly class actions. (Gaines
5 Decl. at ¶ 37.) They have represented employees in numerous class-action lawsuits
6 involving wage-and-hour violations. (*Ibid.*)

7 9. The Court hereby appoints ILYM Group, Inc. as the Claims
8 Administrator.

9 10. The settling parties have also presented to the Court for review a
10 plan to provide notice to the proposed Class of the terms of the Settlement and the
11 options facing them including, *inter alia*: to object to the Settlement or to request
12 exclusion from the Settlement. The notice plan here entails mailing the “Class
13 Notice” to all known and reasonably ascertainable Class Members. The Notice is
14 consistent with class certification notices approved by numerous state and federal
15 courts and is the best notice practicable. The proposed Notice provides information
16 on the meaning and nature of the settlement class, the terms and provisions of the
17 settlement, the consideration for the settlement, the application of Class Counsel for
18 reimbursement of costs and attorneys’ fees, the date, time and place of the final
19 approval hearing, and the procedure and deadlines for electing not to participate in the
20 settlement or for submitting objections. (Settlement, Exh. 1.) The Class Notice
21 complies with the standards of fairness, completeness, and neutrality required of a
22 settlement class notice disseminated under authority of the Court. Rule 23(c)(2) and
23 (e); 4 *Newberg* §§ 8.21, 8.39; *Manual* §§ 30.211, 30.212. The Notice of (1) Proposed
24 Class Action Settlement and (2) Final Settlement Approval Hearing (“Class Notice”),
25 attached as Exhibit 1 to the Stipulation of Settlement, are hereby approved. The
26 Claims Administrator shall mail Exhibit 1 to the Class Members pursuant to the
27 applicable provisions in the Agreement. Defendant shall provide the Claims
28 Administrator with the information necessary to conduct this mailing as set forth in

the Agreement.

11. The Court hereby establishes the following deadlines (from entry of order granting preliminary approval):

DAY 28	Deadline for Claims Administrator to mail Class Notice and Deadline for Class Counsel to file and serve Motion for Attorneys' Fees and Costs and Class Representative's service payment
DAY 73	Deadline for Class Members to postmark or deliver objections to the Settlement to the Claims Administrator.
DAY 73	Deadline for Class Members to postmark or deliver a request for exclusion to the Claims Administrator.
DAYS PRIOR TO FINAL HEARING	Deadline for Class Counsel to file and serve motion for final approval of Settlement.
	Final Approval Hearing

12. Individual Class Members may be heard at the Final Approval Hearing, either personally or through their counsel, regarding any objection to the Settlement, provided they have not filed a Request for Exclusion.

13. The Parties shall respond to any written objection to the Settlement in their motion for final approval, which motion shall be filed and served twenty-one days prior to the date of the Final Approval Hearing which is set for [REDACTED], at [REDACTED], in Courtroom 6D, 1st Floor of the Court, located at 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, CA 90012, before the Honorable Fernando M. Olguin. In addition, at the Final Approval Hearing, Class Counsel shall be prepared to address any objections to the Settlement and to provide

1 other information as appropriate bearing on whether or not the Settlement should be
2 finally approved.

3
4 **IT IS SO ORDERED.**

5
6 DATED: _____

The Honorable Fernando M. Olguin