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FILED
Superior Court of California
County of Los Angeles
01/15/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Rosas Deputy

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

WALLACE CARTER; SHADDI MACHARIA; and ALFREDO CASTANEDA, individually and on behalf of all other others similarly situated, Plaintiffs, v. READY PAC FOODS INCORPORATED; BONDUELLE INCORPORATED; BONDUELLE USA INC; BONDUELLE US HOLDING INC.; BONDUELLE FRESH AMERICAS; OTS SOLUTIONS, LLC; SALAD TIME, LLC; MISSA BAY, LLC; READY PAC FLORENCE PARTNERSHIP; and DOES 2 through 50, inclusive, Defendants.	CASE NO. 24PSCV00259 Reference related lead case RELATED CASE NO. 25STCV10415 (LEAD CASE) <i>[Assigned for all purposes to Hon. Carolyn B. Kuhl, Dept. 12]</i> [PROPOSED] PRELIMINARY APPROVAL ORDER Date: January 15, 2026 Time: 10:30 a.m. Dept.: 12 Complaint filed: January 25, 2024 Trial Date: None set.
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PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Carolyn B. Kuhl of the Superior Court of the State
2 of California, in and for the County of Los Angeles, on January 15, 2026, for hearing on the
3 unopposed motion by Plaintiffs Wallace Carter, Shaddi Macharia, and Alfredo Castaneda
4 (collectively, "Plaintiffs") for preliminary approval of the Settlement with Defendants Ready Pac
5 Foods Incorporated, Ready Pac Produce, Inc.; and OTS Solutions, LLC ("Defendants"). The
6 Court, having considered the briefs, argument of counsel and all matters presented to the Court
7 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
8 Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement ("Agreement" or "Settlement") attached as Exhibit 1 to the Declaration of Haig B.
12 Kazandjian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
13 This is based on the Court's determination that the Settlement set forth in the Agreement is within
14 the range of possible final approval, pursuant to the provisions of § 382 of the California Code of
15 Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount that Defendants shall pay is Seven Hundred Fifteen
19 Thousand Dollars and No Cents (\$715,000.00), and to separately pay any and all employer payroll
20 taxes owed on the Wage Portions of the Individual Class Payments. It appears to the Court on a
21 preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all
22 potential Class Members when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability and damages issues. It further appears that
24 investigation and research have been conducted such that counsel for the Parties are able to
25 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
26 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that

27
28 PRELIMINARY APPROVAL ORDER

1 would be presented by the further prosecution of the Action. It further appears that the Settlement
2 has been reached as the result of serious and non-collusive, arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed 35% of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$250,250.00,
11 and a proposed Class Representative Service Payment to the three Plaintiffs in an amount not to
12 exceed \$10,000.00 each to Plaintiff, Wallace Carter, Shaddi Macharia, and Alfredo Castaneda,
13 which is \$30,000.00 in total for the named Plaintiffs. The Court will not approve the amount of
14 attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.
15 Plaintiffs will be required to present evidence supporting these requests, prior to final approval.

16 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
17 representative treatment and certification of a class for settlement purposes only. This stipulation
18 will not be deemed admissible in this, or any other proceeding should this Settlement not become
19 final. For settlement purposes only, the Court conditionally certifies the following Class: "all
20 persons employed in California by Ready Pac Foods, Inc., Ready Pac Produce, Inc., or OTS
21 Solutions, LLC or Eclipse Advantage LLC (and assigned to a Ready Pac location) and classified
22 as a non-exempt hourly employee during the Class Period of September 8, 2022 through May 11,
23 2025. This settlement does not include OTS Solutions, LLC or Eclipse Advantage LLC employees
24 who have never been assigned to a Ready Pac location."

25 7. The Court concludes that, for settlement purposes only, the Class meets the
26 requirements for certification under § 382 of the California Code of Civil Procedure in that: (a) the
27 Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;

28 PRELIMINARY APPROVAL ORDER

1 (b) common questions of law and fact predominate, and there is a well-defined community of
2 interest amongst the members of the Class with respect to the subject matter of the litigation; (c)
3 the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs
4 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
5 superior to other available methods for the efficient adjudication of this controversy; and (f)
6 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
7 representatives of the Class.

8 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
9 Court provisionally appoints Haig B. Kazandjian Lawyers, APC and D.Law as Class Counsel for
10 the Class.

11 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$71,500.00, which shall be allocated \$53,625.00 to the Labor & Workforce
13 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
14 paid under this Agreement pursuant to the PAGA and \$17,875.00. "Aggrieved Employees"
15 means all persons employed in California by Ready Pac Foods, Inc., Ready Pac Produce, Inc., or
16 OTS Solutions, LLC or Eclipse Advantage LLC (and assigned to a Ready Pac location) and
17 classified as a non-exempt hourly employee during the PAGA Period of September 8, 2022 to
18 May 11, 2025. This settlement does not include OTS Solutions, LLC or Eclipse Advantage LLC
19 employees who have never been assigned to a Ready Pac location.

20 10. Pursuant to Labor Code § 2699, subdivision (1)(2), the LWDA has be provided
21 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
22 reasonable.

23 11. The Court hereby approves, as to form and content, the Class Notice attached to the
24 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
25 inform the Class of all material elements of the proposed Settlement, of the Class Members' right
26 to be excluded from the Class by submitting a written opt-out request, and of each member's right
27 and opportunity to object to the Settlement. The Court further finds that the distribution of the

28 PRELIMINARY APPROVAL ORDER

Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail with Spanish translation, pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to any new address for the Class Member no later than three (3) business days after the receipt of the undelivered Class Notice.

12. The Court hereby appoints Simpluris as the Administrator. No later than fifteen (15) days after this Order, Defendants will provide to the Administrator an electronic database containing the Class Data. The Administrator will perform address updates and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known address.

13. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or received no later than sixty (60) calendar days after the date of the mailing of the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for

PRELIMINARY APPROVAL ORDER

1 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
2 group, class, or subclass of individuals is not permitted and will be deemed invalid.

3 14. Any Class Member who has not opted out may appear at the final approval hearing
4 and may object or express the Member's views regarding the Settlement, and may present
5 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
6 and determined by the Court as provided in the Notice. Class Members will have until the
7 Response Deadline to submit their written objections to the Administrator. Written objections
8 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
9 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
10 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
11 Hearing to make an oral objection.

July 17, 2026 at 11:00 am.

12 15. A final approval hearing shall be held before this Court on ~~July 14, 2026 at 8:30~~
13 ~~a.m. in~~ Department 12 at the County of Los Angeles Superior Court to hear the motion for final
14 approval and the motion for attorneys' fees and costs, and to determine all necessary matters
15 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
16 and conditions provided for in the Agreement are fair, adequate and reasonable and should be
17 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
18 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
19 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,
20 service awards, and the fees and expenses of the Administrator. All papers in support of the
21 motion for final approval and for attorneys' fees, costs and service awards shall be filed with the
22 Court and served on all counsel no later than sixteen (16) court days before the final approval
23 hearing.

24 16. Neither the Settlement nor any exhibit, document, or instrument delivered
25 thereunder shall be construed as a concession or admission by Defendants in any way that the
26 claims asserted have any merit or that this Action was properly brought as a class or representative
27 action, and shall not be used as evidence of, or used against Defendants as, an admission or

28 PRELIMINARY APPROVAL ORDER

1 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
2 omission by Defendants or with respect to the truth of any allegation asserted by any person.
3 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
6 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
7 evidence of a presumption, concession, indication or admission by Defendants of any liability,
8 fault, wrongdoing, omission, concession or damage.

9 17. In the event the Settlement does not become effective in accordance with the terms
10 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
11 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
12 and the Parties shall revert to their respective positions as of before entering into the Agreement,
13 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
14 including all available defenses and affirmative defenses, and arguments that any claim in the
15 Action could not be certified as a class action and/or managed as a representative action . In such
16 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
17 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
18 the Agreement with respect to the effect of the Agreement if it is not approved.

19 18. The Court reserves the right to adjourn or continue the date of the final approval
20 hearing and all dates provided for in the Agreement without further notice to Class Members, and
21 retains jurisdiction to consider all further applications arising out of or connected with the
22 proposed Settlement.

23 **IT IS SO ORDERED.**

24 01/15/2026

25 Dated: _____



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

26 HON. CAROLYN B. KUHL
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

28 PRELIMINARY APPROVAL ORDER

PROOF OF SERVICE

Wallace Carter v. On Time Management & Staffing et al.
24PSCV00259

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Eva Gomez, 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 801 North Brand Blvd., Suite 1015, Glendale, California 91203. My electronic service address is eva@hbklawyers.com.

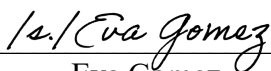
On October 22, 2025 I served the following **SEE ATTACHMENT** on the interested parties by following one of the methods of service as follows:

Kenneth D. Sulzer, Esq.
Regina Musolino, Esq.
Weixuan Cai, Esq.
CONSTANGY, BROOK, S SMITH & PROPHETE, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Emails: ksulzer@constangy.com
 rmusolino@constangy.com
 wcai@constangy.com
Attorneys for Defendants

(X) BY ELECTRONIC MAIL: Pursuant to Court Order Authorizing Electronic Service. I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case, or on the attached Service List. Case Anywhere is the on-line e-service provider designated in this case.

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

Executed on October 22, 2025 at Glendale, California.



Eva Gomez

ATTACHMENT

- 1. NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 2. DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 3. DECLARATION OF DAVID ARAKELYAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 4. DECLARATION OF REGINA A. MUSOLINO IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 5. [PROPOSED] PRELIMINARY APPROVAL ORDER**