BIBIYAN LAW GROUP, P.C.
Keaton Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, BRIANNA TAYLOR and LUIS GARCIA, on behalf of themselves and all others similarly situated and aggrieved

(*Additional Counsel on the next page*)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRIANNA TAYLOR, LUIS GARCIA and CESAR VELEZ CERNA, individuals, and on behalf of all others similarly situated aggrieved,

Plaintiffs,

v.

SODEXOMAGIC, LLC, a Delaware Limited Liability Company; SDH SERVICES WEST, LLC, a Delaware Limited Liability Company; ASIS IQUECAL, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV23503

Related Cases: 24STCV34737 and 24STCV00321

[Assigned for all purposes to the Hon. Elihu M. Berle in Dept. 6]

[PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY**

MESSRELIAN LAW, INC.
Harout Messrelian (SBN 272020)
hm@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203
Tel: (818) 484-6531

Attorneys for Plaintiff, CESAR VELEZ CERNA,
on behalf of himself and all others similarly situated
and aggrieved

This Court, having considered the Motion of plaintiffs Brianna Taylor, Luis Garcia and Cesar Velez Cerna (collectively, "Plaintiffs") for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Keaton D. Mendoza, David D. Bibiyan, Harout Messrelian, Brianna Taylor, Luis Garcia, Cesar Velez Cerna, and Jodey Lawrence, the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members," "Class Members") for the purpose of settlement only: all persons employed by defendants SodexoMagic, LLC, and SDH Services West, LLC (collectively, "Defendants"), who worked in a non-exempt position in California during the period from September 11, 2020 to March 16, 2023, or an earlier date pursuant to paragraph 4.1 of the Settlement Agreement ("Class Period"). The Class excludes any person who only worked for Defendants in a non-exempt position in California during Class Period at a federal enclave location.

3. The Court preliminarily appoints the named plaintiffs Brianna Taylor, Luis Garcia and Cesar Velez Cerna as Class Representatives, and Bibiyan Law Group, P.C., and Messrelian Law, Inc., as Class Counsel.

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential class members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research have been conducted such that counsel for the parties

at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive and arms-length negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $3,000,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which amounts to $1,050,000.00, in addition to actual costs incurred of up to $50,000.00; service awards of up to $10,000.00 each to plaintiffs Brianna Taylor, Luis Garcia and Cesar Velez Cerna, for a total of $30,000.00 to Plaintiffs; costs of settlement administration of no more than $49,950.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $300,000.00, of which $225,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $75,000.00 (25%) to Aggrieved Employees.

8. "Aggrieved Employees" means all persons employed by Defendants who worked in a non-exempt position in California during the period from October 31, 2022 through the end of the Class Period ("PAGA Period"). Aggrieved Employees excludes any person who only worked for Defendants in a non-exempt position in California during the PAGA Period at a federal enclave location.

9. The Gross Settlement Amount expressly excludes Employer's Taxes, which will be paid separately and apart by Defendants on the wages portion of the Individual Class Payments.

10. Class Member's "Workweek" shall mean any week during which a Class Member

worked for Defendants for at least one day, during the Class Period in a non-exempt position in California at a non-federal enclave location.

11. Based on a review of its records to date, Defendants estimate there are a total of 545,000 active Workweeks worked as a non-exempt employee in California at a non-federal enclave from September 11, 2020, to March 16, 2023. In the event the number of workweeks during the Class Period increases by more than 10%, or 54,500 workweeks, Defendants shall roll back the end of the Class and PAGA Release Periods to the date in which 599,500 active workweeks is met.

12. The Court deems Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator"), the settlement administrator, and preliminarily approves payment of administrative costs, not to exceed $49,950.00 out of the Gross Settlement Amount for services to be rendered by Phoenix on behalf of the class.

13. Not later than 30 days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in Defendants' possession that Defendants will provide to the Administrator. To the extent available, the Class Data shall include the Class Member's (1) name; (2) last known home address; (3) last known Social Security Number(s); (4) number of Class Period Workweeks; (5) number of PAGA Pay Periods, if any; and (6) whether the Class Member terminated employment with Defendants between September 11, 2021, and the date Preliminary Approval is granted.

14. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under the Agreement.

15. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

16. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, substantially in the

form attached to the Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

17. "Response Deadline" means 45 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

18. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List.

19. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

20. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of the Agreement, regardless of whether the Participating Class Member actually receives the

Class Notice or objects to the Settlement.

21. Only Participating Class Members may object to the class action components of the Settlement and the Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments. Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

22. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control, and the Objection will be overruled.

23. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail.

24. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator on the Payment Date, which shall be the latest of the following occurrences: (a) fifteen (15) calendar days following the entry of a judgment finally approving the settlement, provided no objection is made to the settlement prior to or at the hearing for final approval of the settlement. (b) if an objection to the settlement is made before or at the hearing for final approval of the settlement, then ninety (90) days after the notice of entry of a judgment is served, provided that no appeal is filed. (c) if an appeal has been taken or sought, fifteen (15) days after the date the judgment finally approving the settlement is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

25. Within 14 days after the Payment Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class

Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

26. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date (180 days after the date of mailing), the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

27. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by _____.

28. A Final Approval Hearing shall be held with the Court on _____ at _____ in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service awards to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

29. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants whether or not the Settlement is finally approved. Neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage.

30. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement

31. Pending further order of this Court, all proceedings in this matter except those contemplated in this Preliminary Approval Order and in the Settlement Agreement are stayed.

32. The Court reserves the right to move the date of the Final Approval Hearing without further notice to Class Members and Class Members are explicitly instructed to confirm the hearing date and time of the Final Approval Hearing with Class Counsel if they intend to appear.

IT IS SO ORDERED.

Dated: _____

_____
Judge of the Superior Court