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on behalf of themselves and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LANDON JONES, on behalf of himself and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

NESPRESSO USA, INC, a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 25STCV03443

CLASS ACTION

Assigned for All Purposes To:

Hon. Tony L. Richardson

Dept.: 415

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Kimberly Sutherland, Jarrett Gorlick, Landon
Jones, Zehra Kazmi, and Diana O'Byrne]*

Date: January 11, 2027

Time: 8:30 a.m.

Dept.: 415

Reservation ID: 687435204543

Original Complaint Filed: February 7, 2025

First Amended Complaint Filed: May 1, 2026

Trial Date: None Set

ORDER

Plaintiffs Landon Jones, Zehra Kazmi, and Diana O’Byrne (“Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendant Nespresso USA, Inc. (“Defendant”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on January 11, 2027, at 8:30 a.m. in Department 415 of the Los Angeles County Superior Court located at 111 N. Hill Street, Los Angeles, California 90012. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) and the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) (attached as Exhibit A to the Settlement Agreement (which is attached as Exhibit 1 to the Declaration of Enoch J. Kim (“Kim Decl.”))), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiffs’ Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies the Class for settlement purposes only. The Class consists of all persons employed by Defendant in California and classified as a non-exempt hourly employee who worked for Defendant during the Class Period, which is the period from January 5, 2022, through November 15, 2025. (Kim Decl., Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12)

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations

1 asserted in the action; (iii) the typicality requirement because Plaintiffs' and Class Members' claims
2 all arise from the same alleged events and course of conduct and are based on the same legal theories;
3 and (iv) the adequacy of representation requirement because Plaintiffs have the same interests as all
4 members of the Class, and they are represented by experienced and competent counsel. The Court
5 further finds, preliminarily and for settlement purposes only, that common issues predominate over
6 individual issues in this litigation and that class treatment is superior to the other means of resolving
7 this dispute.

8 6. The preliminary approval of the class action settlement includes the approval for
9 purposes of the Settlement of D.Law, Inc. as Class Counsel, Landon Jones, Zehra Kazmi, and Diana
10 O'Byrne as Class Representatives, and Apex Class Action, LLC ("Apex") as the Administrator. Class
11 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
12 required by or which may be given pursuant to the Settlement Agreement and such other acts
13 reasonably necessary to consummate the Settlement. The Administrator is authorized to perform such
14 acts as set forth in this Order and the Settlement Agreement.

15 7. The Court grants approval of the PAGA settlement pursuant to the terms and
16 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
17 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
18 § 2699(s)(2).

19 8. The Class Notice, attached as Exhibit A to the Settlement Agreement, advises the
20 Class of the material terms and provisions of the Settlement, the procedure for approval thereof, and
21 their rights with respect thereto, and is approved as to form and content. The Court approves the
22 procedures set forth in the Settlement Agreement for Class Members to participate in, opt out of, and
23 object to the Settlement as set forth in the Class Notice.

24 9. The Class Notice will be sent by first-class mail to the Class Members in accordance
25 with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and
26 distribution of the Class Notice, and the other dates as set forth in the Settlement Agreement, meet
27 the requirements of due process and provide the best notice practicable under the circumstances, and
28 will constitute due and sufficient notice to all persons entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded (“Request for Exclusion”) from the Class
3 portion of the Settlement by the deadline set forth in the Class Notice. Any Class Member who does
4 not submit a timely Request for Exclusion from the Class portion of the Settlement consistent with
5 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the terms
6 of the Settlement Agreement.

7 11. Only Participating Class Members may object to the Class portion of the Settlement,
8 including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel
9 Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment,
10 and/or Class Representative Service Payments. Participating Class Members may send written
11 objections to the Administrator, by fax, email, or mail, by the deadline set forth in the Class Notice.
12 Participating Class Members may also appear in Court (or hire an attorney to appear in Court at their
13 own expense) to present verbal objections at the Final Approval Hearing.

14 12. A Final Approval Hearing on the question of whether the proposed Settlement, Class
15 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel for
16 attorneys’ fees and reasonable expenses incurred in connection with this Action, Class Representative
17 Service Payments to Plaintiffs for their services in this Action, and Administration Expenses Payment
18 to the Administrator should be approved as fair, reasonable, and adequate as to the Class and whether
19 the Settlement should be given final approval is scheduled on: _____, 2027 at ____
20 __a.m./p.m. Plaintiffs shall file a motion for final approval of the Settlement no later than 16 court
21 days prior to the Final Approval Hearing.

22 13. The Settlement Agreement will not be construed as an admission or evidence of either
23 liability or the appropriateness of class certification in the non-settlement context, as more specifically
24 set forth in the Settlement Agreement. Entry of this Order is without prejudice to the rights of
25 Defendant to oppose certification of a class in this action should the proposed Settlement not be
26 granted final approval. If, for any reason, the Court does not grant final approval of the Settlement,
27 all evidence and proceedings held in connection therewith shall be without prejudice to the status quo
28 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

1 14. All further proceedings in this action are stayed except such proceedings necessary to
2 review, approve, and implement this Settlement.

3 15. The Court finds that all required notifications and submissions to the California Labor
4 and Workforce Development Agency (“LWDA”) about the Settlement Agreement and Motion have
5 been made by Plaintiffs in the time and manner specified under PAGA.

6 **IT IS SO ORDERED.**

7
8 Dated: _____, 2027

Honorable Tony L. Richardson
Judge of the Superior Court