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Attorneys for Plaintiffs LYNDON MILLER and ADAM LOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LYNDON MILLER and ADAM LOR,
individually, and on behalf of other members of the
general public similarly situated;

Plaintiffs,

vs.

FOOD SAFETY NET SERVICES, LTD., an
unknown business entity; FOOD SAFETY NET
SERVICES-CALIFORNIA, LP., a Nevada limited
partnership; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV15337

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL**

Date: December 4, 2024

Time: 11:00 a.m.

Judge: Hon. William F. Highberger
Dept.: 10

FILED
Superior Court of California
County of Los Angeles
12/04/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 Plaintiffs’ motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on February 16, 2024 and Amendment, fully executed
3 on July 9, 2024, (jointly referred to as the “Agreement”) and Motion for Class Counsel Attorneys’
4 Fees and Litigation Costs Payment and Class Representative Award duly came on for hearing on
5 December 4, 2024, before the above-entitled Court. The JCL Law Firm, APC, appeared on behalf
6 of Plaintiffs Lyndon Miller and Adam Lor (“Plaintiffs”). Dorsey & Whitney LLP appeared on behalf
7 of Defendants Food Safety Net Services, LTD., and Food Safety Net Services-California, LP.
8 (“Defendants”).

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All terms used herein shall have the same meaning as defined in the
14 Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Los Angeles (“Court”), Case No. 22STCV15337,
17 entitled *Lyndon Miller, et. Al. v. Food Safety Net Servicers, Ltd., et. Al.*, and over all Parties to this
18 litigation, including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On August 13, 2024, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the Court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class U.S. Mail to the Class Members at their last known addresses on September 3,
27 2024. Mailing of the Notice Packet to the Class Members’ last known addresses was the best notice
28 practicable under the circumstances and was reasonably calculated to communicate actual notice of

1 the litigation and the proposed settlement to the members of the Class Members. The Court finds
2 that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
3 3.769.

4 5. The Response Deadline for opting out or objecting was October 18, 2024.
5 There was an adequate interval between notice and deadline to permit Class Members to choose
6 what to do and act on their decision. Zero Class Members objected. Zero Class Members requested
7 to be excluded.

8 **Fairness Of The Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$997,250.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the parties. There is no evidence of any collusion between the parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. No objections were received. No requests for exclusion were
21 received.

22 e. The participation rate is high. 291 Participating Class Members will
23 be participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
28 ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$40,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$30,000.00 to the LWDA and \$10,000.00 to the Aggrieved
7 Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco*
8 *USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Class Counsel Attorneys' Fees and Litigation Expenses Payment**

10 10. The Agreement provides for a Class Counsel Attorneys' Fees of not more
11 than one-third of the Gross Settlement Amount and Litigation Expenses not to exceed \$35,000.00.
12 The Gross Settlement Amount is \$997,250.00, one-third of which is \$332,416.66. Litigation
13 Expenses are \$21,054.69

14 11. Class Counsel Attorneys' Fees of \$332,416.66, and reimbursement of
15 Litigation Expenses of \$21,054.69 are reasonable in light of the contingent nature of Class Counsel's
16 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
17 attorneys' fee award represents one-third (1/3) of the Gross Settlement Amount, which is reasonable
18 and at the low end of the range for fee awards in common fund cases and is supported by Class
19 Counsel's lodestar.

20 **Class Representative Service Payment**

21 12. The Agreement provides for a Class Representative Service Payments of up
22 to \$10,000.00 for each Plaintiff (Adam Lor and Lyndon Miller), subject to the Court's approval.
23 The Court finds that the amount of \$7,500 per pl. is reasonable in light of the risks and burdens
24 undertaken by the Plaintiff in this class action litigation.

25 **Settlement Administration Expenses Payment**

26 13. The Agreement provides for Settlement Administration Expenses Payment
27 to be paid in an amount not to exceed \$7,340.00. The Declaration of the Settlement Administrator
28 provides that the actual claims administration expenses were \$7,340.00. The amount of this

1 payment is reasonable in light of the work performed by the Settlement Administrator.

2 **II.**

3 **ORDERS**

4 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

5 1. The Class is certified for the purposes of settlement only. The Settlement
6 Class is hereby defined to include:

7 All non-exempt employees who are or previously were employed by Defendants and
8 performed work in California during the Class Period and did not sign an Arbitration
9 Agreement (Effective date of November 6, 2020) before May 9, 2022. The Class
10 Period is May 9, 2018 to January 12, 2024.

11 2. There are 291 participating members of the Class. Every person in the Class
12 who did not opt out is a Settlement Class Member. After providing Notice to the Class of 291
13 individuals, there were zero opt-outs to the Settlement.

14 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
15 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
16 this Order and the terms of the Agreement.

17 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
18 exchange the Settlement Class Members shall release Defendants from the “Released Class Claims”
19 and the “Aggrieved Employees” shall release the “Released PAGA Claims.”

20 a. The Released Class Claims are defined as upon entry of final
21 judgment and funding of the Gross Settlement Amount, the Defendants shall be entitled to a release
22 from the Class Members of all class claims alleged, or reasonably could have been alleged based on
23 the facts alleged, in the operative complaint in the *Lyndon Miller v Food Safety Net Services, LTD*
24 *et al.* Action which occurred during the Class Period, and expressly excluding all other claims,
25 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
26 social security, workers’ compensation, and class claims outside the Class Period.

27 (a) The Released PAGA Claims are defined as upon entry of final judgment and
28 funding of the Gross Settlement Amount, the Defendants shall be entitled to a release form the

1 Aggrieved Employees of all PAGA claims alleged in the operative complaint in the Lyndon Miller
2 v. Food Safety Net Services LTD., et al Action and Plaintiff Adam Lor's PAGA notice to the LWDA
3 which occurred during the PAGA period, and expressly excluding all other claims, including claims
4 for vested benefits, wrongful termination, unemployment insurance, disability, social security
5 workers' compensation and PAGA claims outside the PAGA period.

6 b. The term "Aggrieved Employees" is hereby defined as all non-
7 exempt employees who are or previously were employed by Defendants and performed work in
8 California during the PAGA Period. The PAGA period is defined as the period from January 25,
9 2022 to January 12, 2024.

10 5. Class Counsel are awarded a Class Counsel Attorneys' Fees and Litigation
11 Expenses Payment in the amount of Three Hundred and Seventy-Six Thousand Four Hundred
12 Sixteen Dollars and Sixty-Six Cents (\$353,471.35) comprised of attorneys' fees in the amount of
13 Three Hundred Thirty-Two Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents
14 (\$332,416.66) and reimbursement of costs and expenses in the amount of Twenty-One Thousand
15 Fifty-Four Dollars and Sixty-Nine Cents (\$21,054.69). Class Counsel shall not seek or obtain any
16 other compensation or reimbursement from Defendants, Plaintiffs, or members of the Class. The
17 ^{NACR re} date for final accounting will be 3/18/2026 at 9 a.m.; declaration due 3/11/26.

18 6. The payment of the Class Representative Service Payment to each Plaintiff
19 in the amount of \$ 7,500.00 is approved.

20 7. The payment of \$7,340.00 to the Settlement Administrator for the
21 Administration Expenses Payment is approved.

22 8. The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,
23 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
24 finds that Plaintiffs and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
25 fraud or collusion.

26 9. The Court further finds and determines that Class Counsel satisfied
27 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of
28 claims arising under the Private Attorney General Act ("PAGA") on July 10, 2024.

1 10. The Court orders Class Counsel to comply with California Labor Code §
2 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
3 entry of this Order.

4 11. The Agreement is not an admission by Defendants, nor is this Final Approval
5 Order nor the Final Judgment (as that term is defined, below) a finding, of the validity of any claims
6 in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Final
7 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
8 Settlement is, may be construed as, or may be used as an admission by or against Defendants of any
9 fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
10 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
11 be evidence of, an admission or concession with regard to the denials or defenses by Defendants
12 and shall not be offered in evidence in any action or proceeding against Defendants in any court,
13 administrative agency or other tribunal for any purpose as an admission whatsoever other than to
14 enforce the provisions of this Final Approval Order, the Final Judgment, the Settlement, or any
15 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
16 Action or in any other proceeding this Final Approval Order, the Final Judgment, the Agreement,
17 or any other papers and records on file in the Action as evidence of the Settlement to support a
18 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
19 similar defense as to the claims being released by the Settlement.

20 12. Notice of entry of this Final Approval Order shall be given to Class Counsel
21 on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of entry of
22 this Final Approval Order to individual Class Members and the Final Approval Order shall be posted
23 on Settlement Administrator's website as indicated in the Notice Packet.

24 13. Concurrently with the Motion, Plaintiffs submitted a [Proposed] Judgment,
25 which shall incorporate, as necessary, the relevant provisions of this Final Approval Order, and shall
26 be entered by the Court.

27 14. The Final Judgment shall bind each Settlement Class Member.
28

1 15. Final Judgment shall also bind Plaintiff Adam Lor, acting on behalf of the
2 State of California and all Aggrieved Employees, pursuant to the California Private Attorneys'
3 General Act ("PAGA").

4 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
6 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

8 17. If the Settlement does not become final and effective in accordance with the
9 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
10 Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final
11 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
12 be vacated.

13 **IT IS SO ORDERED.**

14
15 DATED: 12/04/2024



W. F. Highberger

JUDGE OF THE SUPERIOR COURT
William F. Highberger / Judge