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Attorneys for Plaintiffs

*(Additional Counsel on Next Page)***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,

v.

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
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 13, 2024

Time: 10:30am

Judge: Hon. William F. Highberger

Dept.: 10

FILED
Superior Court of California
County of Los Angeles

08/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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1 This matter having come before the Honorable William F. Highberger of the Superior Court of
2 the State of California, in and for the County of Los Angeles, at 10:30am on August 13, 2024, with
3 Monnett De La Torre
~~Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law~~
4 ~~Group, APLC and Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Elizabeth Parker Fawley, Esq., and~~
5 ~~Arman Marukyan, Esq., of Lawyers for Justice, PC~~ as counsel for Plaintiffs LYNDON MILLER and
6 ADAM LOR (“Plaintiffs”), and ~~Nisha Verma, Esq., and~~ Erica H. Chen, Esq., of Dorsey & Whitney,
7 LLP appearing for Defendants Food Safety Net Services, LTD., and Food Safety Net Services-
8 California, LP., (hereinafter “Defendants”). The Court, having carefully considered the briefs,
9 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
10 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
13 and Class Notice and Amendment No. 1 to Class Action and PAGA Settlement Agreement and revised
14 Class Notice (hereinafter “Settlement Agreement” or “Agreement”), a true and correct copy of which
15 is attached to the Declaration of Andrea A. Amaya Silva, Esq. in Support of Plaintiffs’ Motion for
16 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. This is based on the Court’s
17 determination that the Settlement Agreement is within the range of possible final approval, pursuant to
18 the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
19 rule 3.769.

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

22 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
23 Defendants shall pay is \$997,250.00. It appears to the Court on a preliminary basis that the settlement
24 amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the
25 probable outcome of further litigation relating to certification, liability, and damages issues. It further
26 appears that investigation and research have been conducted such that counsel for the Parties are able
27 to reasonably evaluate their respective positions. It further appears to the Court that settlement at this
28 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would

1 be presented by the further prosecution of the litigation. It further appears that the Settlement has been
2 reached as the result of intensive, 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 Court
5 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
6 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation relating to certification,
8 liability, and damages issues.

9 5. Plaintiffs seek Attorneys' Fees in the amount of up-to one-third of the Gross Settlement
10 Amount for attorneys' fees, currently estimated at \$332,416.66, Litigation Costs incurred not to exceed
11 \$35,000.00, and a proposed Class Representative Payment to each Class Representative, Lyndon Miller
12 and Adam Lor, in an amount not to exceed \$10,000.00 each. While these awards appear to be within
13 the range of reasonableness, the Court will not approve the Attorneys' Fees, Litigation Costs, or Class
14 Representative Payments until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
16 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
17 other proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 "All non-exempt employees who are or previously were employed by Food
20 Safety Net Services, LTD., and/or Food Safety Net Services-California,
21 LP., and performed work in California during the Class Period and did not
22 sign an Arbitration Agreement (effective date of November 6, 2020) before
23 May 9, 2022. The Class Period is defined as the period from May 9, 2018,
24 to January 12, 2024."

25 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
26 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
27 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
28 common questions of law and fact predominate, and there is a well-defined community of interest

1 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
2 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
3 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
4 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
5 qualified to act as counsel for the Class Representatives in their individual capacity and as the
6 representative of the Class Members.

7 8. The Court provisionally appoints Plaintiffs Lyndon Miller and Adam Lor as the
8 representatives of the Class.

9 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
10 A.P.C., Shani Zakay, of the Zakay Law Group, APLC, and Edwin Aiwazian, Esq., Arby Aiwazian,
11 Esq., Elizabeth Parker-Fawley, Esq., and Arman Marukyan, Esq., of Lawyers for Justice, PC as Class
12 Counsel for the Class Members.

13 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
14 Settlement (“Class Notice”) attached to the Agreement as Exhibit “A”. The Court finds that the notice
15 appears to fully and accurately inform the Class Members and Aggrieved Employees of all material
16 elements of the proposed Settlement, including the right of any Class Member to be excluded from the
17 Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity
18 to object to the Settlement. The Court further finds that the distribution of the notices substantially in
19 the manner and form set forth in the Agreement and this Order meets the requirements of due process,
20 is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to
21 all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to
22 the terms set forth in the Agreement.

23 11. The Court hereby appoints Apex Class Action, LLC as Administrator. After 7 days of
24 preliminary approval or court approval of Settlement notice to the class, Defendants shall provide to
25 the Administrator the Class Data, including information regarding Class Members that Defendants will
26 in good faith compile from its records, including the Class Member’s full name, last-known mailing
27 address, Social Security number, telephone number, and number of Class Period Workweeks and
28 PAGA Pay Periods. Within 14 calendar days after receiving the Class Data from Defendants, the

1 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.
2 Mail using the most current mailing address information available.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
6 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
7 be postmarked or received by the Response Deadline which is 45 calendar days after the date the Class
8 Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than fifteen (15)
9 calendar days from the date of re-mailing of the Notices. Any such person who chooses to opt out of
10 and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the
11 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
12 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
13 Court, the Agreement and Judgment. A request for exclusion may only opt out that particular
14 individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not
15 permitted and will be deemed invalid.

16 13. Any Class Member who has not opted out may appear at the final approval hearing and
17 may object or express the Class Member's views regarding the Settlement and may present evidence
18 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
19 by the Court as provided in the Notice. Class Members will have 45 calendar days from the date the
20 Administrator mails the Class Notice to postmark their written objections to the Administrator.

21 14. A final approval hearing shall be held before this Court on 12/4/24 at
22 11 AM in Department 10 of the Los Angeles County Superior Court to determine all necessary
23 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
24 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
25 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
26 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
27 reasonable to the Class; and to finally approve the Attorneys' Fees, Litigation Costs, Class
28 Representative Payments, and the Administration Expenses Payment. All papers in support of the

1 motion for final approval and the motion for Attorneys' Fees, Litigation Costs and Class Representative
2 Payments shall be filed with the Court and served on all counsel no later than 10 days before filing the
3 Motion for Final Approval.

4 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
5 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
6 evidence of, or used against Defendants as an admission or indication in any way, including with
7 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
8 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
9 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
10 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
11 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants,
12 including, but not limited to, evidence of a presumption, concession, indication or admission by
13 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

14 16. In the event the Settlement does not become effective in accordance with the terms of the
15 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
16 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
17 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
18 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
19 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
20 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

21 17. Pending final determination of whether the Settlement should be approved, Class
22 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,
23 intervening in, instigating or in any way participating in the commencement or prosecution of any
24 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
25 any claims that are, or relate in any way to, the Release Class Claims, unless and until they submit a
26 timely request for exclusion pursuant to the Agreement.

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

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7 Dated: 08/13/2024



W. F. Highberger

8 William F. Highberger / Judge
JUDGE OF THE SUPERIOR COURT