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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ISAIAH DAVIS, CHARLES HARRELL,
individuals, on behalf of themselves and on behalf
of all persons similarly situated,

Plaintiffs,

v.

RPM JUICE, INC., a California Corporation; RPM
FOODS, INC., a California Corporation; and
DOES 1-50, Inclusive.

Defendants.

CASE No.: 21STCV14755

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: June 23, 2023
Hearing Time: 10:00 a.m.
Department: 7

Trial Date: None
Action Filed: April 19, 2021

This matter having come before the Honorable Lawrence P. Riff of the Superior Court of the State of California, in and for the County of Los Angeles on June 23, 2023, at 10:00 a.m. with Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as counsel for Plaintiffs ISALAH DAVIS and CHARLES HARRELL (“Plaintiffs”), and Andrew B. Kaplan, Esq. and Michelle Cuenca Terry, Esq. of Webster Kaplan, LLP appearing for Defendants RPM JUICE, INC. and RPM FOODS, INC. (“Defendants”) and the Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Action Settlement.

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed herewith. All terms used herein shall have the same meaning as defined in the Agreement.

2. The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$646,325, appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid 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, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the Settlement according to the terms of the Agreement and in conformity with this Order. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

1 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
2 fees to Class Counsel, costs of administration and the Representative Award payments to Plaintiffs should
3 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
4 Department 7 on the date and time set forth in the implementation schedule in Paragraph 11 below.

5 4. This Court approves, as to form and content, the Notice of Class Action Settlement and
6 Hearing Date for Final Court Approval. The Court approves the procedure for Class Members to opt out
7 of, or to object to, the Settlement as set forth in the Agreement and Notice.

8 5. The Court directs the mailing of the Notice of Class Action Settlement and Hearing Date
9 for Final Court Approval by first class mail to the Class Members in accordance with the Implementation
10 Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Notice,
11 as set forth in the Implementation Schedule, meet the requirements of due process and provide the best
12 notice practicable under the circumstances and shall constitute due and sufficient notice to all persons
13 entitled thereto.

14 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
15 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
16 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiffs’ and Class Counsel’s
17 applications for the Representative Service payment to Plaintiffs, and Class Counsel’s request for
18 attorneys’ fees and litigation costs; (3) a formula used to determine the Class Members’ estimated
19 Individual Class Payment; (4) how to claim a share of the proceeds under the Settlement, and Class
20 Members’ right to appear through counsel if they desire; (5) how to object to the Settlement or to opt-out
21 if a Class Member wishes to do so; and (6) how to obtain additional information regarding the Action and
22 the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of
23 California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately
24 advises Class Members of their rights under the settlement. Counsel for the Parties are authorized to
25 correct any typographical errors in the Notice Packet and make clarifications, to the extent the same are
26 found or needed, so long as such corrections do not materially alter the substance of the documents. The
27 Court further finds that the distribution of the Class Notice is substantially in the manner and form set

1 forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable
2 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
3 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the
4 Agreement.

5 7. It is ordered that the Class is preliminarily certified for settlement purposes only. For
6 settlement purposes only, the Court conditionally certifies the Class, consisting of all non-exempt
7 employees who are or previously were employed by either Defendant and performed work in California
8 during the Class Period. The Class Period is the period commencing April 19, 2017 through December
9 15, 2022.

10 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
11 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
12 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
13 of law and fact predominate, and there is a well-defined community of interest amongst the Class
14 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are
15 typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect
16 the interests of the Class Members; (e) a class action is superior to other available methods for the efficient
17 adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

18 9. The Court confirms Plaintiffs Isaiah Davis and Charles Harrell as Class Representatives,
19 and Shani O. Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC as
20 Class Counsel.

21 10. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
22 Administrator.

23 11. The Court orders the following Implementation Schedule for further proceedings:

24 a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	15 calendar days after Order granting Preliminary Approval
25 b.	Deadline for Settlement 4	14 calendar days after receiving

	Administrator to Mail Class Notice to Class Members	Class Data from Defendants
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Incentive Payment	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 days before Class Counsel's deadline to file Motion for Final Approval of Settlement
g.	Final Fairness Hearing and Final Approval	
h.	Deadline for Defendants to fund first installment of Settlement	6 months after the Court grants Final Approval of the Settlement
i.	Deadline for Defendants to fund second installment of Settlement	One year after the first installment payment is made
j.	Deadline for Defendants to fund third installment of Settlement	Two years after the first installment payment is made
k.	Deadline for Defendants to fund fourth installment of Settlement	Three years after the first installment payment is made

1.	Deadline for Settlement Administrator to mail checks for all Individual Class Payments and all Individual PAGA Payments, and the Class Representative Service Payments.	14 days after Defendants fund the Gross Settlement Amount in an amount sufficient to cover the Individual Class Payments, Individual PAGA Payments, and the Class Representative Service Payments
1.	Deadline for Settlement Administrator to mail checks for the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.	14 days after Defendants fund the Gross Settlement Amount in full
m.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments and the Service Award Payment

12. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

13. A final approval hearing shall be held before this Court on _____ at _____ AM in Department 7 of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Settlement Class; and to finally approve the Class Counsel Award, Class Representatives' Service Award Payment, and the Settlement Administration Costs. All papers in support of the motion for final approval and the motion for Class Counsel Award and Class Representative's Payment shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

15. 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. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

IT IS SO ORDERED.

Dated: _____

The Honorable Lawrence P. Riff
Judge of the Superior Court