

1 This matter came before the Honorable Judge Elihu M. Berle of the Superior Court of the State
2 of California, in and for the County of Los Angeles, at 11:00 a.m. on January 2, 2025, with Zakay Law
3 Group, APLC and Lawyers for Justice, P.C. appearing for plaintiff GONZALO ROJAS (“Plaintiff”),
4 and Fisher & Phillips, LLP, appearing for Defendants PREFERRED FOOD SERVICE, INC.; and LOS
5 ANGELES POULTRY CO., INC. (hereinafter “Defendants”). The Court, having carefully considered
6 the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing,
7 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the
11 Declaration of Ryan Slinger, Esq., as **Exhibit “1”**. This is based on the Court’s determination that the
12 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
13 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

16 3. Subject to the Settlement Agreement, the Gross Settlement Amount that Defendants shall
17 pay is One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). It appears to the
18 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
19 to all Class Members when balanced against the probable outcome of further litigation relating to
20 certification, liability, and damages issues. It further appears that investigation and research have been
21 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
22 further appears to the Court that settlement at this time will avoid substantial additional costs by all
23 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
24 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
25 non-collusive arms-length negotiations.

26 4. The Court preliminarily finds that the Settlement appears to be within the range of
27 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
28 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily

1 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
2 reasonable when balanced against the probable outcome of further litigation relating to certification,
3 liability, and damages issues.

4 5. Plaintiff seeks Attorneys' Fees in the amount of up to 35% of the Gross Settlement
5 Amount for attorneys' fees, currently estimated at Four Hundred Twenty Thousand and Zero Cents
6 (\$420,000.00), plus Attorneys' Litigation Costs of up to Twenty Five Thousand Dollars and Zero Cents
7 (\$25,000.00), and proposed Enhancement Award to the Class Representative, Gonzalo Rojas, in an
8 amount of not more than Fifteen Thousand Dollars (\$15,000). While these awards appear to be within
9 the range of reasonableness, the Court will not approve the Attorneys' Fees and Litigation Costs or the
10 Enhancement Award until the Final Approval Hearing.

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

15 "All current and former hourly-paid or non-exempt employees of either
16 Preferred Food Service, Inc. or Los Angeles Poultry Co., Inc. employed in
17 California between March 1, 2017, and December 31, 2023."

18 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
19 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
20 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
21 common questions of law and fact predominate, and there is a well-defined community of interest
22 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
23 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
24 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
25 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
26 to act as counsel for the Class Representative in his individual capacity and as the representative of the
27 Class Members.

28 8. The Court provisionally appoints plaintiff GONZALO ROJAS as the representative of

1 the Class.

2 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
3 APC, Shani Zakay, of the Zakay Law Group, APLC, and Ryan Slinger of Lawyers for Justice, PC, as
4 Class Counsel for the Class Members.

5 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
6 Notice”) attached to the January 9, 2025 Declaration of Jaclyn Joyce as **Exhibit “A.”** The Court finds
7 that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of
8 all material elements of the proposed Settlement, including the right of any Class Member to be
9 excluded from the Class by submitting a written request for exclusion, and of each Class Member’s
10 right and opportunity to object to the Settlement. The Court further finds that the distribution of the
11 notices in the manner and form set forth in the Agreement and this Order meets the requirements of
12 due process, is the most reasonable notice under the circumstances, and shall constitute due and
13 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
14 mail, pursuant to the terms set forth in the Agreement.

15 11. The Court hereby appoints Atticus Administration, LLC as Settlement Administrator. By
16 January 23, 2025, Defendants shall provide the Settlement Administrator with the Class Data, including
17 information regarding Class Members that Defendants will in good faith compile from its records,
18 including each Class Member’s full name, last-known mailing address, Social Security number, and
19 number of Class Period Workweeks and PAGA Pay Periods. By February 6, 2025, the Settlement
20 Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

21 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
22 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
23 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
24 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
25 be postmarked or received by the Response Deadline, April 7, 2025, which is sixty (60) calendar days
26 after the Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-
27 mailed Notice, not more than fourteen (14) days from the original Response Deadline. Any such person
28 who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual

1 Class Payment under the Settlement and will not be bound by the Settlement, or have any right to
2 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
3 by all determinations of the Court, the Agreement, and Judgment.

4 13. Any Class Member who has not opted out may appear at the final approval hearing and
5 may object or express the Class Member's views regarding the Settlement and may present evidence
6 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
7 by the Court as provided in the Notice. Class Members will have until April 7, 2025, which is sixty
8 (60) calendar days from the date the Settlement Administrator mails the Class Notice to postmark their
9 written objections to the Settlement Administrator.

10 14. A hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and
11 Litigation Costs, Enhancement Award, and the Administration Expenses Payment shall be held before
12 this Court on **May 7, 2025 at 9:00 a.m.** in Department 6 of the Los Angeles County Superior Court to
13 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
14 of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
15 and should be finally approved by the Court; whether an Order Granting Final Approval should be
16 entered herein; whether the plan of allocation contained in the Agreement should be approved as fair,
17 adequate and reasonable to the Class; and to finally approve the Attorneys' Fees and Litigation Costs,
18 Enhancement Award, and the Administration Expenses Payment. The deadline for filing motions for
19 final approval, attorney fees and costs, incentive payments, including any corresponding evidence is
20 March 7, 2025. The deadline for filing responses to objections and for the claims administrator to
21 submit final report regarding the opt-outs and the objections is April 28, 2025.

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

1 is not approved.

2 16. All proceedings in this matter, except those contemplated by this Order and the
3 Settlement Agreement, are stayed.

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

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Elihu M. Berle

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Dated: FBHDCG

Elihu M. Berle / Judge

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JUDGE OF THE SUPERIOR COURT

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