

Electronically RECEIVED by Superior Court of California, County of Riverside on 05/15/2024 08:24 AM - Jason B. Galkin, Executive Officer/Clerk of the Court By Jaime Hendrickson, Clerk

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12 *and Plaintiff Class*

13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF RIVERSIDE**

15  
16 DAJUAN D. DAVIS, individually, and  
on behalf of all others similarly situated,  
17  
Plaintiff,  
18 v.  
19 KARAS FOOD, INC., and DOES 1  
through 100, inclusive,  
20  
Defendant.

**Case No. CVRI2101350**

**CLASS ACTION**

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Date: May 13, 2024**  
**Time: 08:30 a.m.**  
**Dept.: 1**  
**Judge: Harold W. Hopp**

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1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff Dajuan D. Davis's ("Plaintiff") Motion for Preliminary Approval of Class  
3 Settlement ("Motion for Preliminary Approval") came before this Court, on May 13, 2024 at  
4 08:30 a.m. in Courtroom 1, before the Honorable Harold W. Hopp. The Court having reviewed  
5 the Agreement and considered the papers, the arguments of counsel, and all other evidence and  
6 matters presented, and good cause appearing:

7 **IT IS ORDERED** that the Motion for Preliminary Approval of Class Settlement is  
8 **GRANTED**, subject to the following findings and orders:

9 1. The Court grants preliminary approval of the parties' settlement based upon the  
10 terms set forth in the Karas Foods, Inc. Wage and Hour Class Action Settlement Agreement  
11 and Release of Claims ("Agreement" or "Settlement") filed herewith. All terms used herein  
12 have the same meaning as defined in the Agreement. The settlement set forth in the Agreement  
13 appears to be fair, adequate and reasonable to the Class.

14 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
15 adequate and reasonable, (b) the Maximum Settlement Amount and Net Settlement Amount are  
16 fair, adequate and reasonable when balanced against the probable outcome of further litigation  
17 relating to liability and damages issues, (c) sufficient investigation and research have been  
18 conducted such that counsel for the Parties at this time are able to reasonably evaluate their  
19 respective positions, (d) settlement at this time will avoid additional costs by all Parties, as well  
20 as avoid the delay and risks that would be presented by the further prosecution of the Action and  
21 the Settlement has been reached as the result of non-collusive, arms-length negotiations.

22 3. This Court approves, as to form and content, the Class Notice, Opt-Out Form,  
23 and Objection Form in substantially the form attached hereto and to the Agreement as **Exhibit**  
24 **A**. The Court approves the procedure for Class Members to participate in, to opt out of, and/or  
25 to object to, the Settlement as set forth in the Agreement and the Class Notice.

26 4. The Court directs the mailing of the Class Notice by first class mail to the Class  
27 Members in accordance with the Implementation Schedule set forth below. The Court finds the  
28 dates selected for the mailing and distribution of the Class Notice, as set forth in the

1 Implementation Schedule, meet the requirements of due process and provide the best notice  
2 practicable under the circumstances and will constitute due and sufficient notice to the Class.

3 5. The Court concludes that, for settlement purposes only, the Class is preliminarily  
4 and conditionally certified and meets the requirements for certification under section 382 of  
5 California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that  
6 joinder of all members of the Class is impracticable, (b) common questions of law and fact  
7 predominate, and there is a well-defined community of interest amongst the members of the  
8 Class with respect to the subject matter of the litigation, (c) Plaintiff's claims are typical of the  
9 claims of the members of the Class, (d) Plaintiff will fairly and adequately protect the interest  
10 of the members of the Class, (e) a class action is superior to other available methods for the  
11 efficient adjudication of the controversy and (f) Class Counsel is qualified to act as counsel for  
12 the Plaintiff in his individual capacity and as the representative of the Class. The Class is defined  
13 as all current and former non-exempt employees who worked at any time for Defendant in  
14 California from March 10, 2017 through July 31, 2023.

15 6. The Court confirms Plaintiff Dajuan D. Davis as the Class Representative, and  
16 Scott Edward Cole of the firm COLE & VAN NOTE and Gregory Mauro of the firm JAMES  
17 HAWKINS APLC and Class Counsel.

18 7. The Court confirms CPT Group as the Settlement Administrator.

19 8. The Court approves the proposed procedures, as set forth in the Agreement and  
20 Class Notice for: seeking exclusion from the Settlement by submitting to the Administrator a  
21 valid and timely Request for Exclusion, objecting to the Settlement by filing with the Court and  
22 submitting to the Administrator a written objection, and disputing claim amount dispute by  
23 submitting to the Administrator a valid and timely claim amount dispute.

24 9. A final fairness hearing will be held before this Court on September 20, 2024 at  
25 8:30A.M. in Courtroom 1 of the Superior Court of California for the County of Riverside,  
26 located at 4050 Main St, Riverside, CA 92501, to determine all necessary matters concerning  
27 the Settlement, including: whether the proposed settlement of the Action on the terms and  
28 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally

1 approved by the Court, whether a judgment, as provided in the Agreement, should be entered,  
2 whether the plan of allocation contained in the Settlement should be approved as fair, adequate  
3 and reasonable to the Class Members, and determine whether to finally approve the allocations  
4 and requests for Class Counsel's Fees and Costs, Plaintiff's Enhancement Award and  
5 Administration Expenses. Class Counsel will file a motion for final approval of the Settlement  
6 and for Class Counsel's Fees and Costs, Plaintiff's Enhancement Award, and Administration  
7 Expenses, along with the appropriate declarations and supporting evidence, including the  
8 Administrator's declaration in accordance with California Code of Civil Procedure Section  
9 1005(b) (i.e., 16 court days prior to the final fairness hearing).

10           10. It is Ordered that pursuant to the terms of the Agreement, the Settlement  
11 Administrator will perform the duties of distributing notice, independently reviewing requests  
12 for exclusion and objections and verifying and distributing any amounts due to Settlement Class  
13 Members as described in this Settlement Agreement. The Settlement Administrator will report,  
14 in summary or narrative form, the substance of its findings. All disputes relating to the  
15 Settlement Administrator's ability and need to perform its duties shall be referred to the Court,  
16 if necessary, which will have continuing jurisdiction over the terms and conditions of this  
17 Settlement Agreement, until all payments and obligations contemplated by the Settlement  
18 Agreement have been fully carried out.

19           11. It is further Ordered that the Settlement Administrator shall provide Defendant's  
20 counsel and Class Counsel a weekly report that certifies the number of Class Members who have  
21 submitted valid Requests for Exclusion, objections to the Settlement and whether any Class  
22 Member has submitted a challenge to any information contained in his/her Notice Packet.  
23 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated  
24 reports regarding the administration of the Settlement Agreement as needed or requested.

25           12. It is further Ordered that upon completion of administration of the Settlement,  
26 the Settlement Administrator will provide a written declaration under oath to certify such  
27 completion to the Court and counsel for all Parties.  
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1           13. It is further Ordered that the Settlement Administrator shall initiate mailing of  
2 the Class Notice to the Plaintiff Class, by first class mail, within five (5) business days of the  
3 entry of an Order granting preliminary approval of this Settlement Agreement. The Class Notice  
4 subject to Court approval, will be provided in English and Spanish and will advise all Class  
5 Members of the nature of the case, the terms of the Settlement, the binding nature of the release,  
6 the final approval hearing date and Class Members' right to opt out or object. The Settlement  
7 Administrator will, at the time of mailing of Class Notice, cause to be published the Class Notice,  
8 the Second Amended Complaint, this Settlement Agreement and the Court's Order preliminarily  
9 approving the Settlement on a website designed for this Settlement, with the URL for such  
10 website appearing in the mailed Class Notice.

11           14. It is further Ordered that within two (2) business days of the entry of an Order  
12 granting preliminary approval of the Settlement and Class Notice, Defendant will provide the  
13 Settlement Administrator a "Plaintiff Class List," which shall include the first and last name, the  
14 last known addresses, the Social Security number and the number of Compensable Pay Periods  
15 that each member of the Plaintiff Class worked for Defendant during the Settlement Period.  
16 Defendant agrees to provide the Plaintiff Class List in a format reasonably acceptable (including,  
17 but not necessarily limited to MS Excel format) to the Settlement Administrator and Class  
18 Counsel.

19           15. It is further Ordered that the Settlement Administrator will use the United States  
20 Postal Service National Change of Address ("NCOA") List to verify the accuracy of all  
21 addresses on the Plaintiff Class List before the initial mailing date to ensure that the Class Notice  
22 is sent to all Plaintiff Class Members at the addresses most likely to result in immediate receipt  
23 of the claim documents. It will be conclusively presumed that, if an envelope so mailed has not  
24 been returned within thirty (30) calendar days of the mailing, the Class Member received the  
25 Class Notice. With respect to any returned envelopes, the Settlement Administrator will perform  
26 a routine skip trace procedure to obtain a current address and, if an updated address is located,  
27 shall then re-mail the envelope to such address within three (3) court days of the receipt of the  
28 returned envelope. Plaintiff Class Members to whom Class Notices were re-sent after having

1 been returned undeliverable to the Settlement Administrator shall have ten (10) calendar days  
 2 thereafter to object or opt out of the settlement. Class Notices that are so re-mailed shall be  
 3 accompanied by a short cover letter from the Settlement Administrator informing the recipient  
 4 of this adjusted deadline. No third mailing shall occur without good cause, as determined by the  
 5 Settlement Administrator.

6 16. It is furthered Ordered that Class Counsel shall provide the Court, at least five  
 7 (5) calendar days prior to the final approval hearing, a declaration by the Settlement  
 8 Administrator of due diligence and proof of mailing with regard to the mailing of the Class  
 9 Notice. NOW THEREFORE, The Court orders the following **Implementation Schedule** for  
 10 further proceedings:

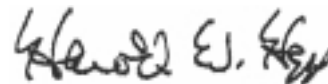
	Event	Date
11		
12	a.	Deadline for Defendant to Provide Plaintiff Class List to Administrator
13		[2 business days from Order granting preliminary Approval]
14	b.	Deadline for Administrator to Mail Class Notice to Class Members
15		[5 business days after Order granting preliminary Approval]
16	c.	Deadline for Class Members to Postmark claim amount dispute
17		[20 calendar days after mailing of the Class Notice]
18	d.	Deadline for Class Members to Postmark Requests for Exclusion
19		[30 calendar days after mailing of the Class Notice]
20	e.	Deadline for Receipt by Court and Administrator of any objections to Settlement
21		[30 calendar days after mailing of the Class Notice]
22	f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Class Counsel's Attorneys' Fees and Costs and Plaintiff's Enhancement Award
23		[16 Court days before Final Approval Hearing]
24	g.	Deadline for filing of Declaration by Administrator of Due Diligence and Proof of Mailing
25		[5 calendar days before Final Approval Hearing]
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1	h.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendant]
2	i.	Final Approval Hearing	Date: September 20, 2024
3			Time: 8:30 A.M.
4			
5	j.	Deadline for Defendant to pay Maximum Settlement Amount to Administrator	[On or before the Effective Date] (if Settlement is Effective)
6	k.	Deadline for Settlement Administrator to distribute Individual Class Awards, Plaintiff's Enhancement Award, Administration Expenses, and Class Counsel's Attorneys' Fees and Costs (if Settlement is Effective)	[40 calendar days after Effective Date] (if Settlement is Effective)
7			
8			
9	l.	Deadline for Plaintiff to file Administrator's Declaration of Compliance and Proof of Payment (if Settlement is Effective)	[240 calendar days after Effective Date] (if Settlement is Effective)

17. Pending the final fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

**IT IS SO ORDERED.**

Dated: 05/16/2024



HONORABLE HAROLD W. HOPP  
JUDGE OF THE SUPERIOR COURT