

Electronically Received 01/12/2024 12:38 PM

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FILED
Superior Court of California
County of Los Angeles
02/07/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Lim Deputy

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12 Attorneys for Plaintiff DAISY HERNANDEZ,
13 individually and on behalf of others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**
16 **(SPRING STREET COURTHOUSE)**

17 DAISY HERNANDEZ, individually and on)
18 behalf of others similarly situated,)

19 Plaintiff,

20 vs.

21 OXGORD INCORPORATED,)
22 LYNEER STAFFING SOLUTIONS, LLC, and)
23 DOES 1 through 50,)

24 Defendants.)

CASE NO.: 19STCV43133
CLASS ACTION
Assigned For All Purposes To:
Judge: Hon. David S. Cunningham III
Dept.: 11
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING
OF FINAL APPROVAL HEARING**
Preliminary Approval Hearing:
Date: February 7, 2023
Time: 9:30 a.m.
Dept.: 11
Complaint Filed: December 3, 2019

1 Plaintiff Daisy Hernandez (“Plaintiff”) and Defendant Lyneer Staffing Solutions, LLC
2 (“Defendant”) (collectively the “Parties”) have reached a settlement of class action and claims for
3 civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) upon the terms and
4 conditions set forth in the Class Action And PAGA Settlement Agreement And Settlement Notice
5 (“Settlement Agreement” or “Agreement”), a copy of which was submitted on August 9, 2023 as
6 Exhibit 1 to the Declaration of Justian Jusuf in support of Plaintiffs’ motion for preliminary
7 approval of the settlement, as amended by the Amendment To Class Action And PAGA
8 Settlement Agreement And Settlement Notice, a copy of which was submitted on January 12,
9 2024 as Exhibit 1 to the Supplemental Declaration of Justian Jusuf.

10 The settlement is subject to Court approval, pursuant to Rule 3.769 of the California Rules
11 of Court and Labor Code § 2699(l).

12 After reviewing Plaintiff’s motion for preliminary approval of the settlement, the
13 Settlement Agreement, as amended, the proposed Class Notice, and other related documents, and
14 having heard the argument of Counsel for respective parties,

15 IT IS HEREBY ORDERED:

16 1. The Court hereby GRANTS preliminary approval of the class action settlement
17 upon the terms and conditions set forth in the Agreement. The Court preliminary finds that the
18 terms of the proposed class action settlement are fair, reasonable, and adequate.

19 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

20 **Any and all non-exempt employees of Defendant who were placed to work as**
21 **temporary employees at Osgord Incorporated, located at 16325 S. Avalon Blvd.,**
22 **Gardena, California 90248, at any time during the Class Period, from June 4,**
2018 to December 1, 2019.

23 3. The Court hereby appoints Plaintiff Daisy Hernandez as Class Representative for
24 settlement purposes.

25 4. The Court hereby appoints Justian Jusuf of the Law Office of Justian Jusuf APC
26 and Sahag Majarian II of the Law Offices of Sahag Majarian II as Class Counsel for settlement
27 purposes.

28 5. The Court hereby preliminary finds the Agreement was the product of serious,

1 informed, non-collusive negotiations conducted at arms' length by the Parties. In making these
2 preliminary findings, the Court considered the estimate of the Class Members' total recovery,
3 Defendants' potential liability, the allocation of settlement proceeds among Class Members, and
4 the fact that a settlement represents a compromise of the Parties' respective positions rather than
5 the result of a finding of liability at trial. The Court further preliminary finds that the terms of the
6 Settlement Agreement have no obvious deficiencies and do not improperly grant preferential
7 treatment to any individual Class member.

8 6. The Court hereby approves the Class Notice of Settlement attached as Exhibit A to
9 the Agreement.

10 7. The Court finds that the Class Notice constitutes the best notice practicable under
11 the circumstances and is in full compliance with the laws of the State of California and, to the
12 extent applicable, the United States Constitution and the requirements of due process. The Court
13 further finds that the Class Notice of Settlement fully and accurately informs Class members of all
14 material elements of the proposed class action settlement, of each Class member's right to be
15 excluded from the Class, and each Class member's right and opportunity to object to the proposed
16 class action settlement.

17 8. The Court approves CPT Group to serve as the Settlement Administrator.

18 9. The Parties are hereby ordered to implement the terms of the Agreement.

19 10. Any Class Member requesting to be excluded from the Settlement Class must
20 submit his or her written request for exclusion no later than 45 (forty-five) days after the original
21 date of the Settlement Administrator's mailing of the Notice of Class Settlement, extended by 14
22 (fourteen days) for re-mailed notices. Any Class Member who submits a valid and timely request
23 to be excluded from the Settlement shall no longer be a member of the Settlement Class, shall not
24 be bound by the terms of the Settlement as provided in the Agreement, shall have no right to
25 object to this Settlement, and shall receive no benefit from this Settlement.

26 11. The Court further orders that each Class Member shall be given full opportunity to
27 object to the proposed class action settlement and to participate at a Final Approval hearing. Any
28 Class member objecting to the proposed class action settlement shall mail such objection to the

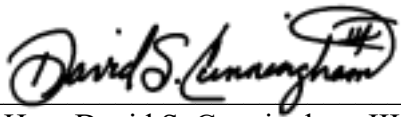
1 Settlement Administrator no later than 45 (forty-five) calendar days after the date the Settlement
2 Administrator mails the Class Notice to Class Members, extended by 14 (fourteen days) for re-
3 mailed notices. Plaintiff's Counsel shall submit any such objections to the Court. Plaintiff's
4 Counsel and Counsel for Defendant shall file all written responses to any written objections filed
5 by Class Members at least 14 (fourteen) calendar days before the Final Approval hearing,
6 provided, however, that failure to file a written response shall not bar Plaintiff or Defendant from
7 presenting oral argument or evidence concerning such objection at the Final Approval hearing.

8 12. The **Final Approval Hearing** is set for 02 * ~ • 07 2024, 2024 at Felton in
9 Department 11.

10 13. Plaintiffs shall file the motion for final approval of the settlement, award of
11 attorneys' fees and costs, award of enhancement awards for Plaintiffs, and approval of the
12 Settlement Administrator's fee and costs no later than sixteen (16) court days before the final
13 approval hearing. A declaration by the Settlement Administrator of due diligence and proof of
14 mailing with regard to the mailing of the notice shall accompany the motion for final approval of
15 the settlement.

16 **IT IS SO ORDERED.**

17 Dated: 02/07/2024



18 _____
19 Hon. David S. Cunningham III
20 Judge of the Superior Court

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PROOF OF SERVICE

I am over 18 years of age and not a party to this action. I am employed in the County of Orange. My business address is Law Office of Justian Jusuf, 17011 Beach Blvd., Suite 900, Huntington Beach, CA 92647. On the date stated below, I electronically served a copy of the following document(s) via CASE ANYWHERE:

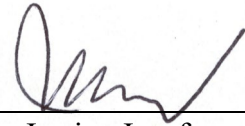
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SETTING OF FINAL APPROVAL HEARING

The names, contact information, and email addresses of person(s) served:

PLEASE SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 12, 2024



Justian Jusuf

Case Anywhere Electronic Service List

Case Name: **Hernandez, et al. v. OxGord Incorporated, et al.**

Case Info: **19STCV43133, Los Angeles Superior Court**

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