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ORIGINAL FILED
Superior Court of California
County of Los Angeles

2021

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURT

OSCAR A. MARTINEZ, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

RANDALL FOODS, INC., a California
limited partnership, and DOES 1 through
250, inclusive,

Defendants.

Case No.: 19STCV11502

The Honorable Daniel J. Buckley

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: October 14, 2021

Time: 10:30 a.m.

Dept.: 1

By Fax

Action Filed: 04/19/19

On October 14, 2021, the Court conducted a hearing on Plaintiffs' unopposed Motion in Support of Preliminary Approval of Class Action Settlement ("Motion"). The Court considered the Motion papers, and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. The Court preliminarily approves the Settlement memorialized in the Joint Class Action Settlement Agreement.
2. The Court preliminarily certifies the following Settlement Class for settlement purposes only pursuant to California Code of Civil Procedure

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§ 382:

“All current and/or former non-exempt employees that were employed by RANDALL in California from April 4, 2015, to April 4, 2019, who were subject to RANDALL’s bell schedule (which signified the start and end of Class Members’ rest and meal periods and the start and end of their shifts) and who did not sign an arbitration agreement with a class action waiver during their employment with RANDALL. The term “Class Members” only includes those employees who were hired directly through RANDALL and does not include those individuals who were employed through a staffing agency, including Select Staffing.”

3. The Court preliminarily finds, solely for purposes of the Settlement, that :
(a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Named Plaintiff are typical of the claims of the Settlement Class; (d) Named Plaintiff and Class Counsel will fairly and adequately represent and protect the interests of the Settlement falls within the range of reasonableness of a settlement that could ultimately be granted final approval by the Court, and merits submission to Class Members for their consideration. All capitalized terms used in this Order shall have the same defined meanings as set forth in the Joint Class Action Settlement Agreement, unless stated otherwise.
4. The Court preliminarily approves the Notice of Proposed Class Action Settlement for mailing to Class Members.
5. The Court preliminarily appoints Brent S. Buchsbaum and Laurel N. Haag of Buchsbaum & Haag, LLP as Class Counsel.
6. The Court preliminarily appoints Oscar Martincz as Class Representative.

- 1 7. The Court appoints Phoenix Class Action Administration.
- 2 8. The Court preliminarily approves Class Counsel's request for Attorney's
- 3 Fees and Costs subject to final review by the Court.
- 4 9. The Court preliminarily approves the Claims Administrative Fee to be
- 5 paid to Phoenix Class Action Administration.
- 6 10. Any Settlement Class Member who has not previously opted out in
- 7 accordance with the terms of the Settlement may appear at the Final
- 8 Fairness Hearing to object to the fairness, reasonableness or adequacy of
- 9 the proposed Settlement.
- 10 11. The following dates shall govern for the purposes of the Settlement:

Deadline	Activity
Within fifteen (15) calendar days following the entry of an Order from Preliminary Approval	Defendant shall provide Claims Administrator with the Class Data List.
Within (30) calendar days after the Claims Administrator obtains the Class Data List	Claims Administrator shall mail, by U.S. First Class, to Class Members a Class Notice. The Class Notice shall list the individual Settlement Class Member's total number of Workweeks.
Forty-five (45) days from mailing date	All Class Members' Claims Forms, requests for exclusion, and objections must be postmarked by this date.
Thirty (30) days from completion of the notice period	Plaintiff shall submit his Motion for Final Approval of Class Action Settlement and Plaintiff's Motion for Attorney's Fees and Costs.
Sixteen (16) court days from Plaintiff's filing his Motion for Final Approval of Class Action Settlement and Plaintiff's Motion for Attorney's Fees and Costs	The Court will hear Plaintiff's Motion for Final Approval of Class Action Settlement and Plaintiff's Motion for Attorney's Fees and Costs.

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12. Class Members are enjoined from initiating or prosecuting any proceeding on any claim to be released pursuant to the Stipulation unless and until the Class Member opts out of the Class.

13. On 3/25/22, at 10:30 AM the Court will hold a final fairness hearing to determine whether the Settlement, including Class Counsel's attorney's fees and costs and Class Representative's Service Award, should be finally approved as fair, reasonable and adequate.

14. In the event the Settlement is not approved by the Court, or for any reasons the parties fail to obtain a final judgment as contemplated by the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply: (a) All Orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding; (b) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiffs on any point of fact or law; and (c) This Settlement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties.

15. *The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to class members.*
IT IS SO ORDERED.

Dated: 11/12/2024

DANIEL J. BUCKLEY

Honorable Daniel J. Buckley
Los Angeles County Superior Court
Department 1