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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ANGELICA SULY REYES, and on behalf of
 all others similarly situated,

Plaintiffs,

vs.

SCHOOL NUTRITION PLUS, INC., a
 California corporation; and DOES 1 through 10,
 inclusive,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles

04/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No. 23STCV22702

Hon. Samantha P. Jessner, Dept. 7

[PROPOSED] ORDER

*[Filed with Plaintiff's Notice of Motion and
 Motion for Preliminary Approval of Class and
 PAGA Representative Action Settlement,
 Declaration of Plaintiff, Declaration of Sean
 Hartranft, and Declaration of Kane Moon]*

NON-APPEARANCE CASE REVIEW

Date: January 30, 2025

Time: 9:00 A.M.

Dept.: 7

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[PROPOSED] ORDER

WHEREAS, a proposed class and Private Attorneys General Act (“PAGA”) action is pending before the Court, entitled *Angelica Suly Reyes v. School Nutrition Plus, Inc., et al.*, Case No. 23STCV22702.

WHEREAS, Plaintiff Angelica Suly Reyes (“Plaintiff”) and Defendant School Nutrition Plus, Inc. (“Defendant”) (collectively, the “Parties”) have entered into a Joint Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement” or “Settlement Agreement,” attached as Exhibit 1 to the accompanying declaration of Kane Moon); and

WHEREAS, the Court has considered all papers submitted on Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement, including the Declaration of Kane Moon, the Settlement Agreement and all exhibits attached thereto, records and prior proceedings to date in this matter, and good cause appearing,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED as follows:

1. The Parties have agreed to settle and seek a Judgment resolving this Action in accordance with the terms and conditions of the Settlement Agreement. The Court notes that Defendant has agreed to create a common fund of \$400,000.00 (“Gross Settlement Amount”) to cover (a) settlement payments to Class Members who do not validly opt out; (b) a Class Representative Service Payment of up to \$10,000.00 for Plaintiff; (c) Class Counsel’s attorneys’ fees not to exceed one third of the Gross Settlement Amount (\$133,333.33) and litigation costs up to actual litigation expenses incurred by Class Counsel; (d) Settlement Administration Expenses of up to \$10,000.00; and (e) the PAGA Penalties payment of \$10,000, including the 75% share of the PAGA Penalties payment to the Labor and Workforce Development Agency (“LWDA”) and the 25% share of the PAGA Penalties payment to PAGA Members. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and all other terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. The Court finds that, subject to the Final Approval Hearing, the Court

1 preliminarily approves and incorporates the proposed Settlement upon the terms, conditions, and
2 all release language set forth in the Settlement Agreement, including all exhibits thereto, as fair,
3 reasonable, and adequate, and in the best interests of the Class set forth below. The Court further
4 finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class
5 and PAGA action and provides substantial relief to the Class without the risks, burdens, costs, or
6 delay associated with continued litigation, trial, and/or appeal. The Settlement is not a finding or
7 admission of liability by the Defendant or any other person, nor a finding of the validity of any
8 claims asserted in the Action or of any wrongdoing or any violation of law.

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10 3. Plaintiff, by and through her counsel, has investigated the pertinent facts and has
11 evaluated the risks associated with continued litigation, trial and/or appeal. The Court finds that
12 the Settlement Agreement: (a) is the result of arm's-length negotiations between the Parties and
13 experienced counsel; (b) is sufficient to warrant notice of the settlement and the Final Approval
14 Hearing to be disseminated to the Class; (c) meets all applicable requirements of law, including
15 Rule 23 of the Federal Rules of Civil Procedure.

16 **Conditional Certification of the Class for Settlement Purposes**

17 4. For purposes of settlement only: (a) Moon Law Group, PC is appointed as Class
18 Counsel for the Class; and (b) Plaintiff Angelica Suly Reyes is appointed Class Representative.
19 The Court finds that these attorneys are competent and capable of exercising the responsibilities
20 of Class Counsel and that Plaintiff will adequately protect the interests of the Class defined
21 below.

22 5. For purposes of settlement only and for purposes of disseminating Class Notice,
23 and without prejudice to Defendant's right to contest class certification if the Settlement
24 Agreement is not finally approved, the Court conditionally certifies the following Class as
25 defined in the Settlement Agreement: "all current and former California non-exempt employees
26 of Defendant during the Class Period" and further defines the Class Period as "the period from
27 September 19, 2019 through September 12, 2024." Excluded from the Settlement Class are all
28 persons who properly and timely elect to opt out.

1 6. The Court finds, subject to the Final Approval Hearing, that the Settlement
2 Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and
3 for the purposes of settlement only, that the Class satisfies the requirements of Rule 23 of the
4 Federal Rules of Civil Procedure, and specifically, that: (1) the Class is so numerous that joinder
5 of all members is impracticable; (2) there are questions of fact and law common to the Class; (3)
6 the claims of the Class Representative are typical of the claims of the members of the Class; (4)
7 the Class Representative and Class Counsel will fairly and adequately protect the interests of the
8 members of the Class; (5) common questions of law or fact predominate over questions affecting
9 individual members; and (6) a class action is a superior method for fairly and efficiently
10 adjudicating the Action.

11 7. If the Settlement Agreement does not receive the Court's final approval, or if final
12 approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to
13 become effective, the Court's conditional grant of class certification shall be vacated, null, and
14 void in all respects, and the Class Representative and the Class will once again bear the burden of
15 establishing the propriety of class certification for purposes of litigation. In such case, neither the
16 conditional certification of the Class for settlement purposes, nor any other act relating to the
17 negotiation or execution of the Settlement Agreement shall be considered as a factor in
18 connection with any class certification issue(s).

19 **Class Counsel's Award and Class Representative's Service Payment**

20 8. The Court preliminarily approves Class Counsel's ability to request attorneys' fees
21 of up to one-third of the Gross Settlement Amount (\$133,333.33), and costs not exceeding
22 \$22,000.00.

23 9. The Court preliminarily approves the requested Class Representative Service
24 Payment of \$10,000.00 to Plaintiff Angelica Suly Reyes.

25 **Release**

26 10. Upon the final approval by the Court of this Settlement and Defendant's transfer to
27 the Settlement Administrator of all funds due under the terms of the Settlement, and except as to
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1 such rights or claims as may be created by this Settlement, the Class Representative and all Class
2 Members who have not submitted a valid and timely request for exclusion as to claims and the
3 PAGA Members will release claims for the respective Class Period and PAGA Period as follows:

- 4 a. Released Class Claims. “Released Class Claims” means all claims that were
5 alleged, or reasonably could have been alleged, based on the facts stated in the
6 Operative Complaint. Except as set forth in Section 5.3 of Settlement,
7 Participating Class Members do not release any other claims, including claims for
8 vested benefits, wrongful termination, violation of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers’
10 compensation, or claims based on facts occurring outside the Class Period.
11 b. Released PAGA Claims. “Released PAGA Claims” means all claims for PAGA
12 penalties that were alleged, or reasonably could have been alleged, based on the
13 PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

14 **Notice and Administration**

15 11. The Court approves, as to form, content, and distribution, the Notice plan set forth
16 in the Settlement Agreement, including the Notice of Class Settlement as set forth in the
17 Settlement Agreement and attached thereto as Exhibit A, and finds that such Class Notice is
18 reasonable and the best notice practicable under the circumstances, and that the Class Notice
19 complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also
20 finds that the Class Notice constitutes valid, due, and sufficient notice to all persons entitled
21 thereto, and meets the requirements of Due Process. The Court further finds that the Class Notice
22 is reasonably calculated to, under all circumstances, reasonably apprise members of the Class of
23 the pendency of this action, the terms of the Settlement Agreement, and the right to object to the
24 settlement and to exclude themselves from the Class. In addition, the Court finds that no notice
25 other than that specifically identified in the Settlement Agreement is necessary in this Action.
26 The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are
27 appropriate to update those documents for purposes of accuracy or formatting.
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1 12. The Court approves the request for the appointment of Apex Class Action as
2 Settlement Administrator under the terms of the Settlement Agreement, with reasonable
3 settlement administration expenses estimated not to exceed \$10,000.00.

4 13. Pursuant to the Settlement Agreement, including specifically Paragraph 7.4.2, the
5 Settlement Administrator is directed to send the Class Notice directly by United States first class
6 mail in accordance with the procedures in the Settlement Agreement. The Settlement
7 Administrator shall also establish and maintain a toll-free informational telephone support line to
8 assist the Class Members who have questions regarding the Settlement or Class Notice.

9 **Submission of Requests for Exclusion from Class**

10 14. Any person falling within the definition of the Class may, upon valid and timely
11 request, exclude themselves or “opt out” from the non-PAGA portion of the Settlement. Any
12 such person may do so if, on or before the Response Deadline (60 days after the initial mailing of
13 the Class Notice), they comply with the procedures for submitting a Request for Exclusion as set
14 forth in the Settlement Agreement and Class Notice. Any Class Members so excluded shall
15 neither be bound by the terms of the non-PAGA portion of the Settlement Agreement nor entitled
16 to any of the benefits of such portion.

17 15. Members of the Settlement Class who fail to submit a valid and timely Request for
18 Exclusion shall become a Participating Class Member and shall be bound by all terms of the
19 Settlement Agreement, including those pertaining to the Released Class Claims, as well as any
20 Judgment that may be entered by the Court if it grants final approval of the Settlement. However,
21 irrespective of whether a Class Member submits a Request for Exclusion, upon final approval of
22 the Settlement, all Class Members who are PAGA Members will be issued an Individual PAGA
23 Payment from the PAGA Group Payment and shall be deemed to have released the Released
24 PAGA Claims.

25 **Submission of Objections by Class Members**

26 16. Any person falling within the definition of the Class who does not submit a timely
27 and valid Request for Exclusion shall be permitted to object to the Settlement before Final
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Approval pursuant to the procedures set forth in the Settlement Agreement and Class Notice. To object, a Class Member must do so on or before the Response Deadline (45 days after the initial mailing of the Notice). Irrespective of whether a notice of objection is submitted, Class Members are entitled to be heard at the Final Approval Hearing.

17. If the Court rejects the Class Member's objection, the Class Member will still be bound by all the terms of the Settlement Agreement and the releases.

Final Approval Hearing

19. The Final Approval Hearing shall be held before this Court on ~~October 1, 2021~~ October 1, 2021, at ~~10:00 a.m.~~ 9:00 a.m. in Department 7, at the Spring Street Courthouse, 312, North Spring Street, Los Angeles, to determine: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement (including as it may be modified prior to the Final Approval Hearing date) is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel; and (d) whether to approve the payment of the Class Representative Service Payment to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Class. The new date of Hearing, if any, shall be published on the Court's docket and on the Class Notice.

Implementation Schedule

20. The Court orders the following Implementation Schedule:

Within 30 days after the Preliminary Approval Date	School Nutrition Plus, Inc. to provide the Settlement Administrator the Class Data, including name(s), last known mailing addresses, Social Security numbers, and the number of Covered Class Workweeks, and Covered PAGA Pay Periods.
Within 3 days after receipt of Class Data from School Nutrition Plus, Inc.	Settlement Administrator to notify Class Counsel that Class Data has been received and state the number of Class Members, Aggrieved Employees, Class Period

1 to this Settlement) from representing or from commencing, prosecuting, participating in or
2 assisting in any lawsuit or proceeding against the Releasees on any matters within the scope of
3 the Released Class Claims and Released PAGA Claims.

4 22. The Court retains jurisdiction to consider all further applications arising out of or
5 connected with the proposed Settlement Agreement. The Court may approve the Settlement, with
6 such modifications as may be agreed to by the Parties, if appropriate, without further notice to the
7 Class.

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9 Dated: 04/18/2025 _____



A handwritten signature in black ink, appearing to read "S. Jessner", is written over the seal.

Samantha Jessner / Judge

Honorable Samantha P. Jessner