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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

REBECCA RYHAL and YVETTE EVANS,
individually, and on behalf of the putative class,

Plaintiffs,

vs.

L. & R. DISTRIBUTORS, INC., a New York
corporation; and DOES 1 – 50, inclusive,

Defendants.

Case No. 24STCV06416

[Assigned to the Hon. Bruce G. Iwasaki, Dept. 11]

CLASS AND REPRESENTATIVE ACTION

**[AMENDED ~~PROPOSED~~] ORDER
GRANTING UNOPPOSED MOTION FOR
AN ORDER (1) PRELIMINARILY
APPROVING THE CLASS ACTION
SETTLEMENT; (2) APPROVING NOTICE
OF CLASS ACTION SETTLEMENT; AND (3)
SETTING HEARING FOR FINAL
APPROVAL**

Date: August 13, 2026
Time: 11:00 a.m.
Dept.: 11

*[Filed concurrently with Supplemental
Memorandum of Points and Authorities;*

WHEREAS, this Action is pending before this Court as a putative class action lawsuit brought by the Named Plaintiffs Rebecca Ryhal and Yvette Evans (“Plaintiffs” or “Named Plaintiffs”) against Defendant L. and R. Distributors, Inc. (“Defendant”); and

WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Stipulated Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement Agreement”), which sets forth the terms and conditions for a proposed settlement and final resolution of the Action upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits annexed thereto;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement. Per the Parties’ Settlement Agreement, the Court hereby conditionally certifies the following Settlement Class for settlement purposes only. Class Members: all current and former non-exempt field merchandisers, supervisory field merchandisers, reset merchandisers, reset leads, and district managers employed by Defendant in the State of California during the period from March 14, 2020 through April 10, 2025 who did not sign an arbitration agreement (the “Class Period”).

2. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members who do not opt out of the Settlement, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., (a) any and all claims involving any alleged failure to provide meal periods; (b) any and all claims involving any alleged

1 failure to provide rest periods; (c) any and all claims involving any alleged failure to pay minimum wages;
2 (d) any and all claims involving any alleged failure to reimburse necessary business expenses; (e) any and
3 all claims involving any alleged failure to furnish timely and accurate wage statements; (f) any and all
4 claims involving any alleged failure to pay all compensation due during employment; (g) any and all
5 claims involving any alleged failure to pay all compensation due upon discharge; (h) any and all claims
6 involving any alleged failure to pay wages for all hours worked; and (i) any and all claims involving any
7 alleged unfair, unlawful or fraudulent business practices premised on the Labor Code violations detailed
8 above. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do
9 not release any other claims, including claims for vested benefits, wrongful termination, violation of the
10 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
11 compensation or claims based on facts occurring outside the Class Period. The Settlement Agreement
12 defines the term "Released Parties" to mean Defendant L. & R. Distributors, Inc. and each of its former
13 and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors and
14 assigns.

15 3. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
16 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
17 Aggrieved Employees will release, on behalf of themselves and their respective former and present
18 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from
19 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
20 PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, but not limited to,
21 (a) any and all claims involving any alleged failure to provide meal periods; (b) any and all claims
22 involving any alleged failure to provide rest periods; (c) any and all claims involving any alleged failure
23 to pay minimum wages; (d) any and all claims involving any alleged failure to reimburse necessary
24 business expenses; (e) any and all claims involving any alleged failure to furnish timely and accurate wage
25 statements; (f) any and all claims involving any alleged failure to pay all compensation due during
26 employment; (g) any and all claims involving any alleged failure to pay all compensation due upon
27 discharge; and (h) any and all claims involving any alleged failure to pay wages for all hours worked.

28 4. Should for whatever reason the Settlement not become final, the fact that the Parties were

1 willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be
2 admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

3 5. Named Plaintiffs are hereby preliminarily appointed and designated, for all purposes, as
4 the representatives of the Class, and the following attorneys are hereby preliminarily appointed and
5 designated as counsel for the Named Plaintiffs and the Class: Danny Yadidsion and Shelley K. Mack of
6 Labor Law PC and Larry Lee and Max Gavron of Diversity Law Group, P.C. (“Class Counsel”).

7 6. The Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable
8 as to all Class Members when balanced against the potential outcomes of further litigation relating to
9 liability and damages issues. The Court further finds that the Settlement has been reached as the result of
10 serious and non-collusive, arms-length negotiations by Defendant and Plaintiffs (the “Settling Parties”).

11 7. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 312 N.
12 Spring Street, Los Angeles, California 90012, on April 7, 2027 at 10:00 am / ~~pm~~ in Department 11,
13 to determine all necessary matters concerning the Settlement, including: whether the proposed settlement
14 of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement
15 Agreement, should be entered herein; whether the plan of allocation contained in the Settlement
16 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally
17 approve Class Counsel’s Fees Award and Cost Award, the Named Plaintiffs’ service payments, and
18 payment for Claims Administration Costs.

19 8. The Court hereby approves, as to form and content, of the Class Notice attached as Exhibit
20 A to the Settlement Agreement (the “Notice”). The Court finds that distribution of the Notice, substantially
21 in the manner and form set forth in the Settlement Agreement and this Order, meets the requirements of
22 due process, is the best notice practicable under the circumstances, and will constitute due and sufficient
23 notice to all persons entitled thereto.

24 9. The Court hereby appoints Apex Class Action LLC as Settlement Administrator and
25 hereby directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class
26 Members the Notice attached as Exhibit A to the Settlement Agreement, by First Class U.S. Mail at their
27 last known address, within fourteen (14) days of receiving the Class List and Data from Defendant. Before
28 mailing, the Settlement Administrator shall perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address changes. Not later
2 than three (3) business days after the Settlement Administrator's receipt of any Notice returned by the
3 United States Postal Service ("USPS") as undelivered, the Settlement Administrator shall re-mail the
4 Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
5 address, the Settlement Administrator shall conduct a Class Member Address Search by investigating and
6 searching for current Class Member mailing addresses using all reasonably available sources, methods
7 and means including, but not limited to, the National Change of Address database, skip traces, and direct
8 contact by the Settlement Administrator with Class Members, and shall re-mail the Class Notice to the
9 most current address obtained. Most, if not all, Class Members thus are likely to receive the Notice.

10 10. Any Class Member (as defined by the Settlement Agreement) may choose to opt out of or
11 object to the Settlement by following the instructions for requesting exclusion from the Settlement Class
12 or objecting to the Settlement set forth in the Notice. Class Members will have sixty (60) days from the
13 date of mailing of the Notice in which to postmark objections or a notice of opting out ("Notice Response
14 Deadline"). The deadlines for Class Members' written objections and requests for exclusion will be
15 extended an additional fourteen (14) days beyond the sixty (60) day Notice Response Deadline for all Class
16 Members whose Notice is re-mailed. The Settlement Administrator will inform the Class Member of the
17 extended deadline with the re-mailed Notice.

18 11. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement
19 must send the Settlement Administrator a signed written Request for Exclusion not later than sixty (60)
20 days after the Settlement Administrator mails the Notice (plus an additional 14 days for Class Members
21 whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or
22 his/her/their representative that reasonably communicates the Class Member's election to be excluded
23 from the Settlement and includes the Class Member's name, address and email address or telephone
24 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Notice
25 Response Deadline. Every Class Member who does not submit a timely and valid Request for Exclusion
26 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all benefits and
27 bound by all of its terms and conditions, including the Participating Class Members' Releases, regardless
28 of whether the Participating Class Member actually receives the Notice or objects to the Settlement.

1 12. Only Participating Class Members may object to the class action components of the
2 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts
3 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
4 Representative Service Payments. Non-Participating Class Members have no right to object to any of the
5 class action components of the Settlement. The Notice shall state that Settlement Class Members who
6 wish to object to the Settlement may send written objections to the Settlement Administrator by fax, email
7 or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear
8 in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who
9 elects to send a written objection to the Settlement Administrator must do so not later than sixty (60) days
10 after the Settlement Administrator's mailing of the Notice (plus an additional fourteen (14) days for Class
11 Members whose Notice was re-mailed).

12 13. The Notice shall also instruct Settlement Class Members who disagree with the number of
13 class workweeks and/or PAGA pay periods (if any) allocated to the Class Member, as stated in his or her
14 Notice, that they may challenge that allocation by providing documentation and/or an explanation in
15 writing to the Settlement Administrator before the Notice Response Deadline. In the absence of any
16 contrary documentation, the Settlement Administrator is entitled to presume that the workweeks contained
17 in the Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's
18 determination of each Class Member's allocation of workweeks and/or pay periods shall be final and not
19 appealable or otherwise susceptible to challenge.

20 14. As of the date this Order is signed, all dates and deadlines associated with the Action shall
21 be stayed, other than those pertaining to the administration of the Settlement of the Action.

22 15. In the event that, after the Parties have exhausted all reasonable efforts to have the
23 Settlement Agreement approved by the Court, the Settlement Agreement is not preliminarily or finally
24 approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or
25 in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described
26 herein:

27 a. The Settlement Agreement shall be void *ab initio* and of no force or effect, and
28 shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect

1 to any issue, substantive or procedural;

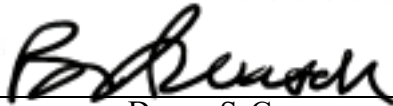
2 b. The conditional class certification (obtained for any purpose) shall be void *ab initio*
3 and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding
4 for any purpose or with respect to any issue, substantive or procedural; and

5 c. None of the Parties to the Settlement will be deemed to have waived any claims,
6 objections, defenses or arguments in the Action, including with respect to the issue of class certification.

7 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all
8 dates provided for in the Settlement Agreement without further notice to Class Members, and retains
9 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

10
11 **IT IS SO ORDERED.**

12
13 DATED: 08/13/2026

14 
~~HONORABLE DAVID S. CUNNINGHAM~~
JUDGE OF THE SUPERIOR COURT
Honorable Bruce G. Iwasaki