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MARVIN KINNEY and all putative class members

6 [additional parties and counsel listed on next page]
7

8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **SPRING STREET COURTHOUSE**

11
12 MARVIN KINNEY, an individual, on behalf of
13 himself and all others similarly situated,

14 Plaintiff,

15 v.

16 KINDEVA DRUG DELIVERY, L.P., a
Delaware Limited Partnership, and DOES 1-50,
17 inclusive

18 Defendants.
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Case No.: 23STCV11677

CONSOLIDATED WITH
Case No. 23STCV17839 AND
Case No. 23STCV21051

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JUDGE TIMOTHY PATRICK DILLON
DEPARTMENT 15

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL**

Complaint Filed: May 23, 2023

Trial: Not Set

FILED
Superior Court of California
County of Los Angeles

07/25/2025

David W. Stryker, Executive Officer / Clerk of Court

By: E. Martinez Deputy

[counsel continued from previous page]

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Attorneys for Defendant
KINDEVA DRUG DELIVERY, L.P.

1 [caption continued from previous page]

2 MARVIN KINNEY, an individual, on behalf of
3 himself and all others similarly situated,

4 Plaintiff,

5 vs.

6 KINDEVA DRUG DELIVERY, L.P., a
7 Delaware Limited Partnership, and DOES 1-
8 50, inclusive,

9 Defendant.

10 MARVIN KINNEY, an individual, on behalf of
11 himself, all aggrieved employees, and the State of
12 California as a Private Attorneys General,

13 Plaintiff,

14 vs.

15 KINDEVA DRUG DELIVERY, L.P., a
16 Delaware Limited Partnership, and DOES 1-
17 50, inclusive,

18 Defendant.

19 RAUL VALDES, as an individual and on
20 behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 KINDEVA DRUG DELIVERY L.P., a
24 Delaware Limited Partnership; and DOES 1
25 through 100,

26 Defendants.

The Court has before it the Motion for Preliminary Approval brought by Plaintiffs Marvin Kinney and Raul Valdes. After reviewing the Motion for Preliminary Approval, the Amended Class Action Settlement Agreement and Release (“Amended Settlement Agreement”), and the Stipulation Supplementing Briefing on the Motion for Preliminary Approval filed with the Court, and good cause appearing therefor, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Amended Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the requirements for preliminary approval. The monetary terms of the settlement, detailed in the following chart, are discussed further below.

Gross Settlement Amount \$1,013,100
Plaintiffs’ Service Award -\$15,000
Plaintiffs’ Attorney Fees -\$337,700
Plaintiffs’ Costs (not to exceed) -\$30,000
PAGA Payment -\$50,000
Settlement Admin. (not to exceed) -\$9,000
Net Settlement Amount for Distribution to Class Members: \$571,400

2. The Court conditionally certifies for settlement purposes only the following class:

All persons who are employed or have been employed by Defendant in the State of California as a non-exempt employee at any time from May 23, 2019, to June 29, 2025.

3. The Court finds, for purposes of settlement only, that the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) the named Plaintiffs’ claims are typical of the claims of the Class; (4) the named Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the interests of the Class;

1 and (5) a class action is superior to other available methods for the fair and efficient adjudication
2 of the controversy.

3 4. The Court appoints for settlement purposes Plaintiffs Marvin Kinney and
4 Raul Valdes as the Class Representatives. A Service Award of \$7,500 to each named Plaintiff, for
5 a total of \$15,000, is conditionally approved and will be determined at final approval.

6 5. The Court appoints for settlement purposes only Koul Law Firm, APC, and
7 Haines Law Group, APC, as Class Counsel. The proposed payment to Class Counsel for
8 reasonable attorneys' fees is an amount not to exceed thirty-three and one-third percent (33 1/3%)
9 of the Gross Settlement Amount (\$337,700), which will be determined at final approval. The
10 proposed payment to Class Counsel for actual litigation costs in an amount not to exceed \$30,000
11 is conditionally approved and will be determined at final approval.

12 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
13 proposed payment of the Settlement Administration Costs in an amount not to exceed \$9,000 to
14 ILYM for its services is conditionally approved and will be determined at final approval.

15 7. The Parties are ordered to carry out the Settlement according to the terms of
16 the Amended Settlement Agreement.

17 8. The Court orders the following implementation schedule:

- 18 a. Deadline for Defendant to submit Class Data to the Settlement Administrator: within
19 thirty (30) days after entry of the Preliminary Approval Order;
- 20 b. Deadline for Settlement Administrator to mail the Notice to Class Members: Within
21 fourteen (14) days of receiving Class Data;
- 22 c. Deadline for Class Members to postmark written objections, challenges to Class
23 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out)
24 related to the Settlement: Within forty-five (45) days for initial mailing of Notice
25 Packet; to be extended by fourteen (14) days for remailing;

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- 1 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees, Costs,
2 and Class Representative Service Award Payment: Sixteen (16) court days before
3 Final Approval Hearing in conformity with Code of Civil Procedure section 1005;
4 e. Final Approval Hearing: October 23, 2025 at 9:00 a.m.

5
6 Dated: 07/25/2025



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon", is written over a horizontal line.

Hon. Timothy Patrick Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge

PROOF OF SERVICE

KINNEY V. KINDEVA DRUG DELIVERY, L.P., ET AL.

Los Angeles County Superior Court Case No. 23STCV11677,
CONSOLIDATED WITH Case No. 23STCV17839 AND Case No. 23STCV21051

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is Constangy, Brooks, Smith & Prophete, LLP, 601 Montgomery Street, Suite 350, San Francisco, California 94111.

On **July 24, 2025** I served true copies of the following document(s) described as:

**CO GPF GF 'JRTQRQUGF 'QTFGT'I TCPVPI 'RNCR VHH)UMOTION FOR
PRELIMINARY APPROVAL**

on the interested parties in this action as follows:

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Attorneys for Plaintiff
Raul Valdes

BY ELECTRONIC MAIL: I caused a copy of the document(s) to be sent from Case Anywhere to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **July 24, 2025**, in Berkeley, California.



Luis Marquez