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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 10 2024

By 
Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

PERLA GONZALES, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CM SCHOOL SUPPLY, INC., a California
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No. CIVSB2133207

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: August 20, 2024

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S-26

1 This matter having come before the Honorable Judge Jessica Morgan of the Superior Court of
2 the State of California, in and for the County of San Bernardino, at 8:30 a.m. on August 20, 2024, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, as counsel for plaintiff PERLA GONZALES (“Plaintiff”), and Carlson & Jayakumar,
5 LLP appearing for defendant CM SCHOOL SUPPLY, INC., (hereinafter “Defendant”). The Court,
6 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
7 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
8 Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Class and PAGA Action Claims and
11 Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy of which is
12 attached hereto as **Exhibit “1.”** This is based on the Court’s determination that the Settlement
13 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
14 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). It appears to
19 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable
20 as to all Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
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1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks Attorneys' Fees and Attorneys' Expenses in the amount of up-to one-third
7 of the Gross Settlement Amount for attorneys' fees, currently estimated at One Hundred Thousand
8 Dollars and Zero Cents (\$100,000.00), an award of litigation expenses incurred not to exceed Twenty
9 Thousand Dollars and Zero Cents (\$20,000.00), and proposed Enhancement Award to the Class
10 Representative, Perla Gonzales, in an amount not to exceed Ten Thousand Dollars and Zero Cents
11 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
12 approve the Attorneys' Fees and Attorneys' Expenses or Enhancement Award until the Final Approval
13 Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 "All non-exempt employees who are or previously were employed by
19 Defendant CM School Supply, Inc. and performed work in California
20 during the period from December 1, 2017 through January 23, 2024 (the
21 "Class Period").

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will

1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in her individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints plaintiff Perla Gonzales as the representative of the
6 Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
8 A.P.C. and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
10 Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Agreement as Exhibit
11 “A”. The Court finds that the notice appears to fully and accurately inform the Class Members and
12 Aggrieved Employees of all material elements of the proposed Settlement, including the right of any
13 Class Member to be excluded from the Class by submitting a written request for exclusion, and of each
14 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
15 distribution of the notice substantially in the manner and form set forth in the Agreement and this Order
16 meets the requirements of due process, is the most reasonable notice under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the
18 notice by first class mail, pursuant to the terms set forth in the Agreement.

19 11. The Court hereby appoints Apex Class Action LLC as Claims Administrator. Within ten
20 (10) business days after preliminary approval of the settlement, Defendant shall provide to the Claims
21 Administrator the Class Data, including information regarding Class Members that Defendant will in
22 good faith compile from its records, including the Class Member’s full name, last-known mailing
23 address, Social Security number, and start and end dates of employment. Within twenty-one (21)
24 calendar days after preliminary approval of the Settlement, the Claims Administrator shall mail the
25 Class Notice to all identified, potential Class Members via first class U.S. Mail and electronic mail
26 using the most current mailing address information available.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
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1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
3 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
4 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
5 date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more
6 than fifteen (15) calendar days from the date of re-mailing of the Notice. Any such person who chooses
7 to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement
8 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,
9 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
11 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
17 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
18 Settlement Administrator.

19 14. A final approval hearing shall be held before this Court on 1/14/2025 at
20 AM/PM in Department S-26 of the San Bernardino County Superior Court to determine all
21 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
22 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
23 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
24 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
25 reasonable to the Class; and to finally approve the Attorneys' Fees and Attorneys' Expenses,
26 Enhancement Award, and the Administration Costs. Class Counsel and Plaintiff shall use best efforts
27 to file with the Court a Motion for Order Granting Final Approval and Entering Judgment and a
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1 determination of the amounts payable for the Enhancement Award, the Attorneys' Fees and Expense,
2 the PAGA Penalties, and Administration Costs within twenty-eight (28) days following the expiration
3 of the Response Deadline.

4 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
5 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
6 evidence of, or used against Defendant as an admission or indication in any way, including with respect
7 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
8 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
9 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
10 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
11 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
12 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
13 liability, fault, wrongdoing, omission, concession or damage.

14 16. In the event the Settlement does not become effective in accordance with the terms of the
15 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
16 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
17 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
18 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
19 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
20 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

21 17. Pending final determination of whether the Settlement should be approved, Class
22 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
23 intervening in, instigating or in any way participating in the commencement or prosecution of any
24 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
25 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
26 request for exclusion pursuant to the Agreement.

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18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: 9/10/2024

C Towns
JUDGE OF THE SUPERIOR COURT
Christian Towns