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FILED
Superior Court of California
County of Los Angeles

12/10/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 GENARO M. FLORES, individually, and on
12 behalf of all others similarly situated,

13 *Plaintiff,*

14 v.

15 ASPIRE PUBLIC SCHOOLS, a California
16 corporation; and DOES I through 10, inclusive,

17 *Defendants.*

Case No.: 23STCV06424

[Honorable Laura Seigle, Department 17]

**PROPOSED ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT OF CLASS
ACTION AND PAGA CLAIMS**

[Filed with Plaintiffs' Notice of Motion and
Motion for Preliminary Approval, Declaration of
Kane Moon, Declaration of Plaintiff Genaro M.
Flores, Declaration of Plaintiff Giovanni E.
Molina, and Declaration of Sean Hartranft]

PRELIMINARY APPROVAL HEARING

Date: December 10, 2024

Time: 8:30 a.m.

Dept: 17

Complaint Filed: March 23, 2023

Trial Date: Not Set

1 The Court has before it the unopposed Motion for Preliminary Approval of Settlement
2 Agreement of Class Action and PAGA Claims (“Motion”) of Plaintiffs Genaro M. Flores (“Plaintiff
3 Flores”) and Giovanni E. Molina (“Plaintiff Molina”) (Plaintiff Molina with Plaintiff Flores,
4 “Plaintiffs”). Having reviewed the Notice of Motion, Motion, Declaration of Kane Moon, Declaration
5 of Plaintiff Flores, Declaration of Plaintiff Molina, and Joint Stipulation and Settlement Agreement of
6 Class Action and PAGA Claims (“Settlement”) between Plaintiffs and Defendant Aspire Public
7 Schools (“Defendant”) (Plaintiffs with Defendant, the “Parties”), and good cause appearing, **THE**
8 **COURT HEREBY ORDERS AS FOLLOWS:**

9 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of
10 Plaintiffs’ Motion as **Exhibit 2**, appears to meet the requirements for preliminary approval under
11 California Code of Civil Procedure section 382 because it appears to be fair, adequate, and reasonable.
12 The Settlement appears to be fair, adequate, and reasonable because it is the result of good faith, non-
13 collusive negotiations between the Parties and significant discovery and analysis, which enabled the
14 Parties to intelligently evaluate, litigate, and mediate the allegations. The Settlement also appears to be
15 fair, adequate, and reasonable because it obviates the need for further litigation, including litigation
16 related to class certification, liability, and damages issues; and the substantial costs, delay, and risks
17 associated with such litigation.

18 2. The Settlement states that Defendant will pay a Gross Settlement Amount of
19 \$2,400,000.00 and that the Gross Settlement Amount will be used to pay all payments contemplated
20 by the Settlement without exception, including, the Individual Class Payments to Participating Class
21 Members; PAGA Penalties in the amount of \$200,000.00, with seventy-five percent (75%), or
22 \$150,000.00 allocated to the LWDA (the “LWDA PAGA Payment”), and twenty-five percent (25%),
23 or \$50,000.00 allocated to the Aggrieved Employees (“Individual PAGA Payments”); the Class
24 Counsel Litigation Expenses Payment in an amount not to exceed \$30,000.00; the Class Counsel Fees
25 Payment in an amount not to exceed one third of the Gross Settlement Amount, or \$800,000.00; the
26 Class Representative Service Payments in an amount not to exceed \$10,000.00 to each Plaintiff; and
27 the Administration Expenses Payment in an amount not to exceed \$35,000.00. *Settlement*, ¶¶ 3.2, *et*
28 *seq.* These terms appear to fall within the range of reasonableness of a settlement which could

1 ultimately be granted final approval by this Court.

2 3. The Settlement also states that the Settlement reached at mediation was based on the
3 Parties' estimated projection that the Class Members worked 479,000 Workweeks during the Class
4 Period. Should the Parties discover that the Settlement Class Members worked in excess of 534,085
5 workweeks during the Class Period (i.e., 11.5% in excess of the 479,000 projected workweek count),
6 Defendant, at its sole discretion, shall either shorten the Class Period to reduce the number of shifts
7 below or at 534,085 Workweeks or increase the Net Settlement Amount proportionally for Workweek
8 amounts over 534,085 Workweeks (i.e. the Net Settlement Amount times [total Workweeks – 534,085
9 Workweeks] divided by total Workweeks). If Defendant elects to increase the Net Settlement Amount
10 as set forth in Paragraph 8 of the Settlement, Defendant shall be responsible for funding that amount in
11 addition to any sums owed as part of the Gross Settlement Amount. *Settlement*, ¶ 8.

12 4. The Class includes all current and former exempt and non-exempt employees who
13 worked for Defendant within the State of California at any time from March 23, 2019 through either
14 the date of Preliminary Approval of the Class Settlement or when the workweeks of the Settlement
15 Class are maximized without exceeding 534,085 workweeks, as described in Paragraph 8, whichever
16 occurs first. *Settlement*, ¶ 1.5. The Class is provisionally certified for settlement purposes only because
17 it appears to meet the requirements for certification under California Code of Civil Procedure section
18 382. In particular, (1) the Class is ascertainable and so numerous that joinder is impractical; (2) the
19 Class shares common questions of law and fact, which predominate over individual issues; (3)
20 Plaintiffs' claims are typical of the claims of the Class; (4) Plaintiffs and Class Counsel will fairly and
21 adequately protect the interests of the Class; and (5) a class action is superior to other available
22 methods for the fair and efficient adjudication of the controversy. The Court notes that Class Members
23 who do not request exclusion from the Settlement may object thereto and raise their objections at the
24 Final Fairness Hearing on the Settlement.

25 5. Aggrieved Employees include all current and former exempt and non-exempt
26 employees who worked for Defendant within the State of California at any time from March 23, 2022
27 to the date of Preliminary Approval of the Class Settlement. *Settlement*, ¶ 1.4. The Aggrieved
28 Employees are provisionally approved for settlement purposes only.

1 6. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
2 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
3 Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all
4 Released Parties as follows:

5 a) **Released Parties** means Defendant and any of its past, present and future
6 direct or indirect parents, subsidiaries, predecessors, successors and affiliates,
7 as well as each of its past, present and future officers, directors, employees,
8 partners, members, shareholders and agents, attorneys, insurers, and
9 reinsurers, as well as any individual charter school operating under Aspire
10 Public Schools. *Settlement*, ¶ 1.40.

11 b) **Plaintiffs' Release.** In consideration of Defendant's promises and agreements
12 as set forth in the Settlement, Plaintiffs and their respective former and present
13 spouses, representatives, agents, attorneys, heirs, administrators, successors,
14 and assigns generally, release and discharge Released Parties from all claims,
15 transactions, or occurrences, including, but not limited to: (a) all claims that
16 were alleged, or reasonably could have been alleged, based on the facts
17 contained in the Operative Complaint (including but not limited to any and all
18 any claims for wages, bonuses, severance pay, vacation pay, penalties,
19 employment benefits, violation of any personnel policy, any and all claims
20 arising from his employment or damages of any kind whatsoever, arising out
21 of any common law torts, contracts, express or implied, any covenant of good
22 faith and fair dealing, or any federal, state, or other governmental statute,
23 executive order, regulation or ordinance, or common law, or any other basis
24 whatsoever, to the fullest extent provided by law), and (b) all PAGA claims
25 that were alleged, or reasonably could have been alleged, based on facts
26 contained in the Operative Complaint, Plaintiffs' PAGA Notices, or
27 ascertained during the Action and released under 5.2 of the Settlement
28 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or

1 actions to enforce this Agreement, or to any claims for vested benefits,
2 unemployment benefits, disability benefits, social security benefits, workers'
3 compensation benefits that arose at any time, or based on occurrences outside
4 the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or
5 law different from, or in addition to, the facts or law that Plaintiffs now know
6 or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be
7 and remain effective in all respects, notwithstanding such different or
8 additional facts or Plaintiffs' discovery of them. *Settlement*, ¶ 5.1.

9 i. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and
10 relinquish to the fullest extent permitted by law the provisions, rights,
11 and benefits, if any, of section 1542 of the California Civil Code,
12 which reads: A general release does not extend to claims that the
13 creditor or releasing party does not know or suspect to exist in his or
14 her favor at the time of executing the release, and that if known by him
15 or her would have materially affected his or her settlement with the
16 debtor or Released Party.

17 ii. Plaintiffs understand that Section 1542 gives the right not to release
18 existing claims of which they are not now aware, unless Plaintiffs
19 voluntarily choose to waive this right. Having been so apprised,
20 Plaintiffs nevertheless voluntarily waive the rights described in Section
21 1542 and elect to assume all risks for unknown claims that now exist
22 in their favor. *Settlement*, ¶ 5.1.1.

23 c) **Release by Participating Class Members:** Effective on the date Defendant
24 fully funds the entire Gross Settlement Amount and funds all employer payroll
25 taxes owed on the Wage Portion of the Individual Class Payments, all
26 Participating Class Members, on behalf of themselves and their respective
27 former and present representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, release Released Parties during the Class Period from

1 all class claims alleged in the Operative Complaint, and which could have
2 been alleged in the Operative Complaint, based on the facts, allegations,
3 and/or claims asserted therein against the Released Parties for work performed
4 during the Class Period, including (a) any state or federal claims for unpaid
5 wages (including minimum, regular, vacation and overtime wages), unlawful
6 rounding of employee time punches, untimely wage payments both during and
7 at the end of employment, non-compliant meal periods, non-compliant rest
8 periods, non-compliant wage statements, failure to reimburse and indemnify
9 business expenses, failure to correctly calculate the regular rate of pay, and
10 claims for interest, penalties (including, but not limited to, waiting time
11 penalties), or premiums in connection therewith, and (b) any claims under the
12 California Labor Code and California Industrial Welfare Commission Wage
13 Orders that were alleged in the Operative Complaint, or which could have
14 been alleged therein based on the facts, allegations, and/or claims pleaded in
15 the Action (“Released Class Claims”). The Released Class Claims specifically
16 include the following claims: (1) violation of the Fair Labor Standards Act
17 (Violation of 29. U.S.C. §§ 201, *et seq.*); (2) failure to pay minimum and
18 regular rate wages (Violations of Labor Code §§ 204, 1194, 1194.2, 1197); (3)
19 failure to pay overtime compensation (Violation of Labor Code §§ 1194 and
20 1198); (4) failure to provide meal periods (Violation of Labor Code § 226.7,
21 512); (5) failure to authorize and permit rest breaks (Violation of Labor Code
22 §§ 226.7); (6) failure to indemnify necessary business expenses to include
23 alleged unreimbursed supplies or expenditures (Violation of Labor Code §
24 2800); (7) failure to timely pay final wages termination (Violation of Labor
25 Code §§ 201-203); (8) failure to provide accurate itemized wage statements
26 (Violation of Labor Code § 226); and (9) Unfair Business Practices (Violation
27 of Business & Professions Code §§ 17200 *et seq.*). *Settlement*, ¶ 5.2.

28 i. Any claims for injunctive relief, declaratory relief, restitution,

1 fraudulent business practices or punitive damages alleged or which
2 could have been alleged under the facts, allegations and/or claims
3 pleaded in the Operative Complaint; and *Settlement*, ¶ 5.2.1.

4 ii. Any and all other claims under federal law that were or could have
5 been alleged under the facts, allegations and/or claims pleaded in the
6 Operative Complaint. *Settlement*, ¶ 5.2.2.

7 iii. In addition, to the extent required by law, the cashing of the settlement
8 check by the Participating Class Member shall be deemed to be an opt-
9 in for purposes of releasing Released Parties from any claims
10 predicated under the FLSA that could have been alleged under the
11 facts, allegations and/or claims pleaded in the Operative Complaint.
12 The Administrator shall include a legend on the settlement check
13 stating, “By cashing this check, and to the extent required by law, I am
14 opting into the settlement in *Genaro M. Flores v. Aspire Public*
15 *Schools, Los Angeles Superior Court, Case No. 23STCV06424*, under
16 FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims
17 described in the Settlement Agreement.” The claims set forth in
18 subparagraphs (a)-(c) hereinabove shall be collectively referred to as
19 the “Class Released Claims.” *Settlement*, ¶ 5.2.3.

20 iv. Except as set forth in Section 6.3 of this Agreement, Participating
21 Class Members do not release any other claims, including claims for
22 vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability,
24 social security, workers’ compensation, or claims based on facts
25 occurring outside the Class Period. *Settlement*, ¶ 5.2.4.

26 d) **Release by Aggrieved Employees:** Effective on the date Defendant fully
27 funds the entire Gross Settlement Amount and funds all employer payroll
28 taxes owed on the Wage Portion of the Individual Class Payments, all

1 Aggrieved Employees are deemed to have fully, finally, and forever released,
2 settled, compromised, relinquished and discharged on behalf of themselves
3 and their respective former and present representatives, agents, attorneys,
4 heirs, administrators, successors, and assigns, the Released Parties during the
5 PAGA Period from all claims for PAGA penalties that were alleged, or
6 reasonably could have been alleged, based on the PAGA Period facts stated in
7 the Operative Complaint, PAGA Notices, and ascertained in the course of the
8 Action (“Released PAGA Claims”). The Aggrieved Employees will be issued
9 a check for their Individual PAGA Payment and will not have the opportunity
10 to opt out of, or object to, the Individual PAGA Payment and release of the
11 Released PAGA Claims set forth in this Paragraph. The Aggrieved Employees
12 are bound by the release of the Released PAGA Claims regardless of whether
13 they cash or deposit their Aggrieved Employees Payment. *Settlement*, ¶ 5.3.

14 7. For settlement purposes only, the Class Notice to be sent to Class Members, as to form
15 and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Class Notice to
16 Class Members satisfies Due Process, provides the best notice practicable under the circumstances, and
17 shall constitute due and sufficient notice to all persons entitled thereto. The Class Notice is attached to
18 the Settlement as **Exhibit A**.

19 8. The Class Representatives appointed for this matter are Plaintiff Flores and Plaintiff
20 Molina. *Settlement*, ¶ 1.13. The Class Representative Service Payments, which are not to exceed
21 \$10,000.00 per Plaintiff, are preliminarily approved. *Settlement*, ¶¶ 1.14, 3.2.1.

22 9. Class Counsel appointed for this matter is Moon Law Group, P.C. *Settlement*, ¶ 1.6.
23 The Class Counsel Fees Payment, which is not to exceed one third of the Gross Settlement Amount, or
24 \$800,000.00, and Class Counsel Litigation Expenses Payment, which is not to exceed \$30,000.00, are
25 preliminarily approved. *Settlement*, ¶¶ 1.7, 3.2.2.

26 10. The Administrator appointed for this matter is APEX Class Action Administration.
27 *Settlement*, ¶ 1.2. The Administration Expenses Payment, which is not to exceed \$35,000.00, is
28 preliminarily approved. *Settlement*, ¶¶ 1.3, 3.2.3.

1 11. A Final Fairness Hearing on the question of whether the Settlement should be finally
2 approved as fair, adequate, and reasonable as to the Participating Class Members, is hereby set in
3 accordance with the following Implementation Schedule:

4 Defendant to provide Class Data to the Administrator	Within forty (40) calendar days of Preliminary Approval (<i>Settlement</i> , ¶ 4.2)
5 Administrator to mail the Class Notice by First Class Mail	Within fourteen (14) calendar days of receiving the Class Data (<i>Settlement</i> , ¶ 7.4.2)
6 Response Deadline	Forty-five (45) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail (<i>Settlement</i> , ¶ 7.4.4)
7 Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing
8 Final Fairness Hearing	R } ^ / F H G G , 2025 at J K C A E E in Department 17 of the Los Angeles County Superior Court

9 12. If any of the dates in the above schedule fall on a weekend, or bank or court holiday,
10 the time to act shall be extended to the next business day.

11 13. To facilitate the administration of the Settlement pending Final Approval, the Court
12 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
13 administrative proceedings, including filing claims with the Division of Labor Standards
14 Enforcement of the California Department of Industrial Relations, regarding claims released by the
15 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the
16 Administrator and the time for filing claims with the Administrator has lapsed.

17 14. Pending further order of this Court, all proceedings in this Action, except those
18 contemplated herein and in the Settlement, are stayed.

19 15. Neither the Settlement nor any related document shall be offered or received in
20 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as
21 may be necessary to consummate or enforce the Settlement.

22 16. The Settlement is preliminarily approved but is not an admission by Defendant of the
23 validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

24 17. The obligations set forth in the Settlement are deemed part of this Order. The Parties
25 are to carry out the Settlement in accordance with its terms.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **October 8, 2024**, I served the foregoing document described as:

5 **ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF**
6 **SETTLEMENT AGREEMENT OF CLASS ACTION AND PAGA CLAIMS**

7 X by E-mailing ___ the original X a true copy to the following:

8 **Little Mendelson, P.C.**
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17 **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
18 parties to accept electronic service, I caused the documents to be sent to the
19 persons at the electronic service addresses listed above via third-party cloud
service **CASEANYWHERE**.

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

22 Executed this, **October 8, 2024** at Los Angeles, California.

23 Janelle Jickain
24 Type or Print Name

/s/ Janelle Jickain
Signature