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**FILED**  
Superior Court of California  
County of Los Angeles  
02/24/2025  
David W. Stryba, Executive Officer / Clerk of Court  
By:                     I. Arellanes                     Deputy

11 Attorneys for Plaintiff, SAMANTHA VVANTI  
12 on behalf of herself and all others similarly situated  
13 [*Additional Counsel on Next Page*]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**

16 SAMANTHA VVANTI on behalf of herself and  
17 all others similarly situated,

18 Plaintiff,

19 v.

20 O'REILLY AUTO ENTERPRISES, LLC a  
21 Delaware limited liability company and DOES 1  
22 through 50, inclusive,

23 Defendant.

Case No. 19STCV00091  
ASSIGNED FOR ALL PURPOSES TO:  
Hon. Kenneth R. Freeman  
Dept.: 14

~~PROPOSED~~ AMENDED ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT

24  
25 Michael Nourmand & James A. De Sario  
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Attorneys for Plaintiff Julio Mejia

Matthew R. Bainer  
**THE BAINER LAW FIRM**  
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Oakland, California 94612  
Attorneys for Plaintiff Edith Arellano Puga

Paul Haines and Matthew K. Moen  
**HAINES LAW GROUP, APC**  
2155 Campus Dr., Suite 180  
Attorneys for Plaintiff Isabel Hernandez

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3 WHEREAS, this action is pending before this Court as a putative class and PAGA action (the  
4 “Action”); and

5 WHEREAS, Plaintiffs, through an unopposed motion for preliminary approval, has applied to  
6 this Court for an order preliminarily approving the settlement of the Action in accordance with the  
7 Class Action and PAGA Settlement Agreement (“Settlement Agreement”) and any exhibit annexed  
8 thereto, which sets forth the terms and conditions for a proposed settlement and final resolution of the  
9 Action upon the terms and conditions set forth therein; and the Court having read and considered the  
10 Settlement Agreement and the exhibit annexed thereto;

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. This Order incorporates by reference the definitions in the final version of the  
13 Settlement Agreement which has been filed with the Court and all terms defined therein shall have  
14 the same meaning in this Order as set forth in the Settlement Agreement;

15 2. The Court hereby conditionally certifies the Class for settlement purposes only. For  
16 the purposes of this settlement, the Class is defined as: all current and former employees of O’Reilly  
17 who worked at an “O’Reilly Auto Parts” retail store in California in a non-exempt capacity at any  
18 time during the Class Period. The Class Period means the period from January 5, 2015 to September  
19 20, 2023. Should for whatever reason the Settlement not become final, the fact that the Parties were  
20 willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be  
21 admissible in connection with, the issue of whether a class should be certified in a non-settlement  
22 context;

23 3. The Court hereby authorizes the retention of Apex Class Action LLC as Settlement  
24 Administrator for the purpose of this Settlement;

25 4. The Court hereby conditionally finds that James Hawkins APLC, the Nourmand Law  
26 Firm, APC, the Bainer Law Firm and Haines Law Group, APC, may act as counsel for the Class. The  
27 Court further conditionally finds that Plaintiffs Samantha Vvanti, Julio Mejia, Edith Arellano Puga  
28 and Isabel Hernandez may act as the Class Representatives for the Class;

5. The Court hereby preliminarily APPROVES the proposed Notice of Class Action  
Settlement and Hearing Date for Final Approval. (“Class Notice”) The Court further finds that the

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3 Class Notice appears to fully and accurately inform the Class Members of all material elements of  
4 the proposed Settlement Agreement, of the Class Members' right to be excluded from the Class, and  
5 of each Class Member's right and opportunity to object to the Settlement. The Class Notice shall be  
6 mailed to the Class Members as set forth in the Settlement Agreement;

7         6.         The Court finds on a preliminary basis that the Settlement Agreement appears to be  
8 within the range of reasonableness of a settlement that could ultimately be given final approval by  
9 this Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate  
10 and reasonable as to all potential Class Members when balanced against the probable outcome of  
11 further litigation relating to liability and damages issues. It further appears that investigation and  
12 research have been conducted such that counsel for the Parties, at this time, are able to reasonably  
13 evaluate their respective positions. It further appears to the Court that settlement at this time will  
14 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be  
15 presented by the further prosecution of the Action. It further appears that the Settlement has been  
16 reached as the result of serious and non-collusive, arms-length negotiations;

17         7.         The Court orders the following implementation schedule for further proceedings:

18

19 Preliminary approval order.	_____, 2025
20 Deadline for Defendants to provide the 21 Class Data to the Settlement 22 Administrator.	_____, 2025 (within thirty (30) calendar days after Court Grants Preliminary Approval).
23 Mail notices to Settlement Class Members.	_____, 2025 (within fourteen (14) 24 calendar days after Settlement 25 Administrator Receives Class Data from 26 Defendant).



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Response Deadline for postmark by mail, fax or email of any Request for Exclusion.	, _____, 2025 (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).
Deadline for receipt by the Settlement Administrator of any objections to the Settlement.	_____ 2025 (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).
Response Deadline extension for re-mailed notices	_____ 2025 (14 calendar days after Response Deadline expires)
Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_____ 2025
Final Approval Hearing.	_____ July 17 _____, 2025, at 10:00 a.m.

**IT IS SO ORDERED.**

**Dated:** 02/24/2025

  
  
\_\_\_\_\_  
Hon. Kenneth R. Freeman  
Judge of the Los Angeles County Superior Court  
Kenneth R. Freeman / Judge

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**PROOF OF SERVICE**

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On 2/13/2025, I served on the interested parties in this action the following document(s) entitled:

- [PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- [PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

**[XX] BY ELECTRONIC SERVICE:** Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address citlalli@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**SEE SERVICE LIST BELOW**

**[X] STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on 2/13/2025, at Irvine, California.

  
Citlalli Gutierrez

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