

Electronically Received 12/19/2024 11:08 AM

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As an individual and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ROCIO JUAREZ, as an individual on
behalf of herself and on behalf of all others
similarly situated,

Plaintiff,

v.

EXCEL RESIDENTIAL SERVICES,
INC., a California corporation; and DOES
1-100, inclusive,

Defendants.

Case No.: 23STCV05997

Assigned for all Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 13, 2025
Time: 10:30 am
Dept.: SSC-12

FILED
Superior Court of California
County of Los Angeles

03/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreene Deputy

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action and PAGA Settlement, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement and Class Notice (the
5 "Settlement Agreement"), Exhibit 1 to the Declaration of Nikki Trenner filed on or about
6 December 17, 2024, is the result of arm's length negotiations conducted after adequate
7 investigation of the claims, is within the range of possible recovery and, subject to further
8 consideration at the Final Approval Hearing described below, is preliminarily approved as fair,
9 reasonable, and adequate, and in the best interests of the Class Members;

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: All current and former non-exempt employees who worked for Defendant
12 Excel Residential Services, Inc. ("Excel" or "Defendant") in California during the Class Period of
13 September 20, 2018 through the date of this Order.

14 3. The Court finds the Settlement Class, consisting of approximately 150 members, is
15 so numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of defendant Excel.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact. These common questions include, without limitation: (1) whether Excel paid the class
20 members all wages for all hours worked, and at the correct rate; (2) whether Excel provided class
21 members with all required meal periods; (3) whether Excel provided class members with all
22 required rest periods; (4) whether Excel reimbursed class members for reasonable and necessary
23 expenses; (5) whether Excel provided class members with accurate, itemized wage statements; and
24 (6) whether Excel timely paid class members all wages due on separation of employment.

25 5. The Court finds further that the claims of named Plaintiff Rocio Juarez are typical
26 of the claims of the Settlement Class, and that she will fairly and adequately protect the interests of
27 the Settlement Class. Accordingly, the Court preliminarily appoints Rocio Juarez as the Class
28

1 Representative, and preliminarily appoints his counsel of record, Zachary M. Crosner, Jamie K.
2 Serb, and Nikki Trenner, and Crosner Legal, P.C. as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to other
4 available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The Court
9 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
10 Members of the terms of the Settlement and their rights thereunder, including the right to object to
11 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
12 from the Settlement and the procedure for doing so, their right to obtain a portion of the
13 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
14 Notice of Class Action Settlement (Exhibit A to the Settlement Agreement), and the procedure for
15 providing Notice set forth in the Settlement Agreement, are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court preliminarily approves the
17 Parties' selection of Phoenix Settlement Administrators as the Settlement Administrator. The
18 Settlement Administrator is ordered to mail the Class Notice to the Settlement Class Members via
19 First-Class U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all
20 other duties set forth in the Settlement Agreement. The Parties are ordered to carry out and
21 comply with all terms of this Order and the Settlement Agreement, and particularly with respect to
22 providing the Settlement Administrator all information necessary to perform its duties under the
23 Settlement Agreement. The Settlement Administrator is ordered to carry out its administrative
24 functions as set forth in the Settlement Agreement;

25 10. Any member of the Settlement Class who wishes to comment on or object to the
26 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
27 Counsel or any proposed representative enhancement to the Class Representative, shall have forty-
28 five (45) days from the mailing of the Class Notice to submit his or her comments and/or objection

1 to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice. Class
2 Members likewise shall have forty-five (45) days from the mailing of the Class Notice to submit
3 to the Settlement Administrator any dispute regarding the calculation of his or her Individual
4 Settlement Share, as set forth in the Settlement Agreement and Class Notice. Class Members
5 likewise shall have forty-five (45) days from the mailing of the Class Notice to submit to the
6 Settlement Administrator a Request for Exclusion from the Settlement, as set forth in the
7 Settlement Agreement and Class Notice.

8 11. A Final Approval Hearing is hereby set for ~~August 7, 2025, at 10:30 a.m.~~ in
9 Department SSC-12 of the Los Angeles County Superior Court to consider any objections to the
10 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
11 and given full and final approval by the Court, and to determine the amount of attorney's fees and
12 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
13 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
14 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
15 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
16 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later
17 than sixteen (16) court days prior to the Final Approval Hearing. Notice of the Final Approval
18 Hearing shall be provided to the Labor & Workforce Development Agency concurrently with
19 filing the final approval papers. The Court reserves the right to continue the Final Approval
20 Hearing without further notice to the Settlement Class Members.

21 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any
22 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
23 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

24 **IT IS SO ORDERED.**

25
26 Dated: 03/13/2025



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Judge of the Superior Court