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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

RIGOBERTO MONROY, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

DONSUEMOR, INC., a California Corporation; and DOES 1-50, Inclusive,

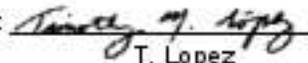
Defendants.

Case No. 22CV011917

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: June 26, 2025
Time: 10:00 a.m.
Reservation ID: 150186554869

Judge: Hon. Michael Markman
Dept.: 23

FILED
Superior Court of California
County of Alameda
07/03/2025
Clad Fluke, Executive Officer / Clerk of the Court
By:  Deputy
T. Lopez

1 This matter having come before the Honorable Judge Michael Markman of the Superior Court
2 of the State of California, in and for the County of Alameda, at 10:00 a.m. on June 26, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff RIGOBERTO MONROY (“Plaintiff”), and Anne C. Stromberg, Esq.
5 and Jeanine DeBacker, Esq. of McPharlin Sprinkles & Thomas LLP appearing for defendant
6 DONSUEMOR, INC., (hereinafter “Defendant”). The Court, having carefully considered the brief,
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Eight Hundred, Forty Thousand Dollars and Zero Cents (\$840,000.00). It
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonably 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 a payment for Class Counsel Award in the amount of up-to one-third of
7 the Gross Settlement Amount, currently estimated at Two Hundred, Eighty Thousand Dollars and Zero
8 Cents (\$280,000.00), plus costs and expenses in the amount of \$25,000, and proposed Service Award
9 to the Class Representative, Rigoberto Monroy, in an amount not to exceed Ten Thousand Dollars
10 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
11 approve the Class Counsel Award or Service Award until the Final Approval Hearing.

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

16 “All non-exempt employees who are or previously were employed by
17 Defendant and performed work in California during the period of May 27,
18 2018, to July 19, 2024 (the “Class Period”).”

19 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
20 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
21 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
22 common questions of law and fact predominate, and there is a well-defined community of interest
23 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
24 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
25 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
26 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
27 to act as counsel for the Class Representative in his individual capacity and as the representative of the
28 Class Members.

1 8. The Court provisionally appoints plaintiff RIGOBERTO MONROY as the representative
2 of the Class.

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

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

16 11. The Court hereby appoints APEX Class Action Settlement Administration, as Settlement
17 Administrator. On May 23, 2025, Defendant produced the Class Data to APEX, which included
18 information regarding Class Members that Defendant will in good faith compile from its records,
19 including each Class Class Member’s full name; last known address; Social Security Number; start
20 dates and end dates of employment. No later than twenty-one (21) calendar days after preliminary
21 approval of the Settlement, the Settlement Administrator shall mail the Class Notice to all identified,
22 potential Class Members via first class regular U.S. Mail using the most current mailing address
23 information available.

24 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
25 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
26 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
27 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
28 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date

1 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
2 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt
3 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
4 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
5 comment thereon. Class Members who have not requested exclusion shall be bound by all
6 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
7 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
8 individuals is not permitted and will be deemed invalid.

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

15 14. A final approval hearing and hearing on Plaintiff's Motion for Class Counsel Award and
16 Service Award shall both be held before this Court on **October 23, 2025 at 10:00 AM** in Department
17 23 of the Alameda County Superior Court to determine all necessary matters concerning the Settlement,
18 including: whether the proposed settlement of the Action on the terms and conditions provided for in
19 the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
20 an Order Granting Final Approval should be entered herein; whether the plan of allocation contained
21 in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally
22 approve the Class Counsel Award, Service Award, and the Administration Costs. All papers in support
23 of the motion for final approval and the motion for Class Counsel Award and Service Award shall be
24 filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

25 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
26 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
27 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
28 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth

1 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
2 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
3 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
4 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
5 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
6 liability, fault, wrongdoing, omission, concession or damage.

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

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

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

23
24 Dated: 07/03/2025

25 
26 JUDGE OF THE SUPERIOR COURT
27 **Michael Markman / Judge**
28