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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUL 15 2025


BY: Brenda Perez-Cordero, Deputy

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ALDO OLIVERA FLORES, an individual, on
12 behalf of himself, the State of California, as a
13 private attorney general, and on behalf of all
14 others similarly situated,

Case Number: CIVSB2331827

~~Proposed~~ Order

15 Plaintiff,

16 v.

17 OPTIMUM, INC., a California non-profit
18 corporation; and DOES 1 TO 50,

19 Defendants.
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1 ~~PROPOSED~~ ORDER

2 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
3 before this Court on July 15, 2025, in Department S23, the Honorable Donald Alvarez, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement
8 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's
9 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the
11 Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
12 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$450,000.00**;
14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
16 c. Court approved attorneys' fees to Class Counsel of up to **\$150,000.00**,
17 representing one-third of the Gross Settlement Amount;
18 d. Court approved litigation costs to Class Counsel of up to **\$30,000.00**;
19 e. Fees and Costs of the Settlement Administrator of up to **\$25,000.00**; and
20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
25 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
26 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
27 the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class
28 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class

1 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
2 superior to individual litigation because common issues predominate over individual issues for
3 settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be presumptively
5 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
6 by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
8 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
9 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
10 time set forth in the Implementation Schedule.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement ("Class Notice"), in substantially the form attached herein as **Exhibit 1**. The Court approves
13 the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set
14 forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
17 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
18 meet the requirements of due process and provide the best notice practicable under the circumstances
19 and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
21 only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
24 *during the Class Period. See Settlement Agreement, at § 1.39. The Class Period is defined as the period*
25 *of time from December 7, 2019, through January 1, 2025. See Settlement Agreement, at § 1.10.*

26 All Settlement Class members who do not timely opt out will release all claims pled in the
27 Complaint and all claims that could have been pled, whether known or unknown, based on the facts
28 alleged in the Complaint, arising out of services to Optimum, Inc. during the Class Period upon final

1 court approval of the settlement, including claims for wages, penalties, bonuses, attorneys' fees and/or
2 costs.

3 Class Released Claims shall mean those claims arising out of or related to the allegations set
4 forth in the operative complaint and/or PAGA notice to the California Labor and Workforce
5 Development Agency that arose during the Class Period and/or PAGA Period, including claims for:
6 **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and
7 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation
8 of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to
9 provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section
10 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay
11 missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable
12 IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code
13 section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections
14 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections
15 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802
16 and 2804; **(9)** failure to provide complete and accurate wage statements in violation of Labor Code
17 sections 226 and 226.3; **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on
18 the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–
19 17210); **(11)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–
20 2699.6); and **(12)** all claims for liquidated damages, penalties, interest, fees, costs based on the
21 foregoing. *See* Settlement Agreement at § 1.34.

22 No other claims are released other than those claims specifically plead in the Complaint or
23 otherwise specifically identified herein. This Settlement Agreement will not release any person, party,
24 or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability
25 benefits of any nature. Nor does it release any claims, actions, or causes of action which may be
26 possessed by Class Members under state or federal discrimination statutes, including, without
27 limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh
28 Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of

1 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the
2 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their
3 implementing regulations and interpretive guidelines. *Id.*

4 9. The Court confirms Plaintiff Aldo Olivera Flores as Class Representative, and Jonathan
5 Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

6 10. The Court appoints Apex Class Action Administration as the Settlement Administrator.

7 11. To facilitate administration of the Settlement pending final approval, the Court hereby
8 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
9 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
10 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
11 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
12 and the time for filing claims with the Settlement Administrator has elapsed.

13 12. The Court orders the following **Implementation Schedule** for further proceedings:
14

15 a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
16 b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
17 c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
18 d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
19 e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
20 f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]

1 2 3 4	g. Final Approval and Fairness Hearing (the Court's first available date after January 15, 2026)	<u>Jan 12</u> , 2026 at <u>9:00</u> <u>a.m./p.m.</u>
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5 13. If any of the dates in this Implementation Schedule falls on a weekend, bank or court
6 holiday, the time to act shall be extended to the next business day.

7 14. The Court shall retain jurisdiction over the Action for all purposes pursuant to California
8 Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the
9 Settlement.

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11 **IT IS SO ORDERED.**

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14 Dated: 7/15/25

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16 Hon. Donald Alvarez
17 Judge of the Superior Court, County of San
18 Bernardino