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1 to the Aggrieved Employees and 65% (\$65,000.00) to the California Labor and Workforce
2 Development Agency (the “LWDA”); and (f) a Class Representative Service Payment to each
3 Plaintiff of not more than \$7,500.00.¹

4 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
5 reasonable to the Class Members when balanced against the probable outcome of further litigation
6 relating to class certification, liability and damages issues, and potential appeals; (2) significant
7 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
8 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
9 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
10 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
11 of serious, informed, adversarial, and arm’s-length negotiations between the Parties. Accordingly,
12 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
13 requirements for preliminary approval.

14 4. A final approval hearing on the question of whether the proposed Settlement, the
15 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration
16 Expenses Payment, the PAGA Penalties, and the Class Representative Service Payments should
17 be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
18 in accordance with the Implementation Schedule set forth below.

19 5. The Court provisionally certifies, for settlement purposes only, the following class
20 (the “Class”): all individuals who worked for Defendant as hourly and/or non-exempt employees
21 in California at any time during the Class Period. The “Class Period” means the period between
22 June 3, 2021 to December 8, 2025. Excluded from the Class will be any Class Member who opts
23 out of the Settlement by sending the Administrator a valid and timely Request for Exclusion,
24 pursuant to the instructions provided in the Class Notice.

25 6. The Court provisionally certifies, for settlement purposes only, the following
26 _____

27 ¹ Pursuant to ¶ 4.3 of the Settlement, Defendant shall fully fund the Gross Settlement Amount fifteen
28 (15) days after the Effective Date of the Settlement, or eighteen (18) months from September 9, 2025 (i.e.,
March 9, 2027), whichever is later. (Settlement, ¶ 4.3.)

1 individuals (the “Aggrieved Employees”): all persons who were worked for Defendant as an
2 hourly, non-exempt employee at any time during the PAGA Period. The “PAGA Period” means
3 the period between October 12, 2023 to December 8, 2025.

4 7. The Court finds, for settlement purposes only, that the Class meets the
5 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
6 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
7 common, or of general interest, to all Class Members, which predominate over individual issues;
8 (3) Plaintiffs’ claims are typical of the claims of the Class Members; (4) Plaintiffs and Class
9 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
10 action is superior to other available methods for the fair and efficient adjudication of the
11 controversy.

12 8. **Releases of Claims.** Upon Final Approval of this Settlement, Plaintiffs, Class Members,
13 and Aggrieved Employees will release claims against all Released Parties as follows: (Settlement, ¶ 5.)

14 a. Released Parties. “Released Parties” means: Defendant, and each of its past, present and
15 future subsidiaries, parents, affiliated and related companies, divisions, successors,
16 predecessors or assigns; and their past, present, and future officers, directors, shareholders,
17 partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs,
18 executors, administrators, predecessors, successors or assigns. (*Id.* at ¶ 1.41.)

19 b. Plaintiffs’ Release. Plaintiffs and his or her respective former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
21 release and discharge Released Parties from all claims, transactions, or occurrences that
22 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
23 reasonably could have been, alleged, based on the facts contained, in the Operative
24 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
25 based on facts contained in the Operative Complaint, Plaintiffs’ PAGA Notices, or
26 ascertained during the Action and released under section 5.2 of the Settlement (“Plaintiffs’
27 Release”). (*Id.* at ¶ 5.1.) Plaintiffs’ Release does not extend to any claims or actions to
28 enforce the Settlement; any claims for vested benefits, unemployment benefits, disability

1 benefits, social security benefits, workers' compensation benefits that arose at any time; or
2 any claims based on occurrences outside the Class Period. (*Id.*) Plaintiffs acknowledge that
3 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that
4 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release
5 shall be and remain effective in all respects, notwithstanding such different or additional
6 facts or Plaintiffs' discovery of them. (*Id.*)

7 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

8 For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
9 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
10 which reads: A general release does not extend to claims that the creditor or
11 releasing party does not know or suspect to exist in his or her favor at the time of
12 executing the release, and that if known by him or her would have materially
13 affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

14 c. Release by Participating Class Members: All Participating Class Members, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, release Released Parties from all claims that were
17 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
18 Complaint and ascertained in the course of the Action for the Class Period. (*Id.* at ¶ 5.2.)
19 Except as set forth in Section 5.3 of the Settlement, Participating Class Members do not
20 release any other claims, including claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
22 social security, workers' compensation, or claims based on facts occurring outside the
23 Class Period. (*Id.*)

24 d. Release by Aggrieved Employees: All Aggrieved Employees – including Non-
25 Participating Class Members who are Aggrieved Employees – are deemed to release, on
26 behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
28 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based

1 on the facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the
2 course of the Action for the PAGA Period. (*Id.* at ¶ 5.3.)

3 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
4 definitions as set forth in the Settlement.

5 10. The Court appoints, for settlement purposes only, Plaintiffs as the Class
6 Representatives. The Court approves, on a preliminary basis, a Class Representative Service
7 Payment from the Gross Settlement Amount of up to \$7,500.00 to each Plaintiff, in addition to the
8 amount Plaintiffs are eligible to receive as Class Members, for initiating the Action and providing
9 services in support of the Action. To the extent the final amount awarded is less than the amount
10 requested, the remainder will be allocated to the Net Settlement Amount for distribution to
11 Participating Class Members.

12 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
13 Group, PC and the Law Offices of Ramin R. Younessi, APLC as Class Counsel. The Court
14 approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to 1/3 of
15 the Gross Settlement Amount, as well as reimbursement for actual costs not to exceed \$30,000.00.
16 To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less
17 than the amounts requested, the remainder will be allocated to the Net Settlement Amount for
18 distribution to Participating Class Members.

19 12. The Court appoints Apex Class Action Administration as the Administrator with
20 payment from the Gross Settlement Amount for reasonable administration costs not to exceed
21 \$20,000.00, except upon a showing of good cause and as approved by the Court. To the extent
22 administration costs are less, the remainder will be allocated to the Net Settlement Amount for
23 distribution to Participating Class Members.

24 13. The Administrator shall perform services and duties as provided for in the
25 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class
26 Members shall not be required to submit a claim form in order to receive individual settlement
27 payments.

28 14. The Court approves, as to form and content, the *Court Approved Notice of Class*

1 *Action Settlement and Hearing Date for Final Court Approval* (the “Class Notice”) attached to the
2 Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis,
3 that the plan for distribution of the Class Notice satisfies due process, provides the best notice
4 practicable under the circumstances, and constitutes due and sufficient notice to all persons
5 entitled thereto.

6 15. The obligations set forth in the Settlement are deemed part of this Preliminary
7 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement
8 according to its terms and provisions.

9 16. The Court orders the following Implementation Schedule:

10 Defendant to provide the Administrator 11 with the Class Data	Within 15 calendar days after entry of preliminary approval
12 Administrator to mail the Class Notice	Within 14 calendar days after receiving 13 the Class Data
14 Response and Opt-Out Deadline	Within 60 calendar days after mailing 15 (plus an additional 14 calendar days for any re-mailed Class Notices)
16 Final Approval Motion Filing Deadline	At least 16 court days before the Final 17 Approval Hearing
18 Final Approval Hearing	10/26/26 at 10 a.m.

19
20 17. The Court reserves the right to continue the date of the Final Approval Hearing without
21 further notice to Class Members.

22 18. The Court further orders that, pending further order of this Court, all proceedings in this
23 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

24 19. The Settlement is preliminarily approved but is not an admission by Defendant of the
25 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
26 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
27 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
28 or enforce the Settlement.

1 **IT IS SO ORDERED.**

2 DATED: 05/22/2026



The Honorable William F. Highberger
Judge of the Superior Court, Los Angeles County

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