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8 Attorneys for Plaintiff RAFAELA CERVANTES CARRANZA,
9 on behalf of herself and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

RAFAELA CERVANTES CARRANZA, an
individual on behalf of herself and all others
similarly situated,

Plaintiff,

v.

VOLK ENTERPRISES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV-24-001479

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING (1)
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT; (2)
APPROVING NOTICE OF SETTLEMENT;
AND (3) SETTING HEARING FOR FINAL
APPROVAL**

Date: June 3, 2026
Time: 8:30 a.m.
Judge: Hon. Sonny S. Sandhu
Dept: 24

Action filed: February 23, 2024
Trial date: None Set

1 **RECITALS**

2 On October 1, 2025, Plaintiff Rafaela Cervantes Carranza (the “Named Plaintiff”),
3 individually and on behalf of the Class, and Defendant Volk Enterprises, Inc. (“Defendant”) entered
4 into a class action settlement, the terms and conditions of which are set forth in the parties’ Class
5 Action and PAGA Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement
6 Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same
7 meaning as set forth in the Settlement Agreement.

8 The motion of the Named Plaintiff for an order preliminarily approving the settlement of
9 this action, approving the form notice of settlement, and setting a final approval hearing came on
10 for a hearing in Department 24 of this Court on May 8, 2026.

11 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
12 Authorities in support, the Declaration in support, the Settlement Agreement, the proposed form of
13 Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement
14 appears fair, reasonable and adequate, and that a final hearing should be held after notice to the
15 Class (defined below) of the proposed settlement to determine if the Settlement Agreement and
16 settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered
17 in this action based upon the Settlement Agreement and (2) the PAGA Settlement Payment is fair
18 and adequate and the PAGA Settlement Payment should be approved.

19 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

20 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**

21 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

22 1. The Court finds that certification of the following class, for settlement purposes only,
23 is appropriate:

24 “all current and former employees of Defendant within the State of California who,
25 at any time from February 23, 2020, to the date of preliminary approval (the “Class
26 Period”) are or were employed as non-exempt hourly employees by Defendant and
27 who have not executed a general release of all claims arising out of or relating to their
28 employment with Defendant.”

1 2. The Court grants preliminary approval of the terms and conditions contained in the
2 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
3 range of possible approval at the final approval hearing.

4 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
5 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
6 the absence of class certification and settlement, each individual Class Member would have to
7 litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-hour
8 violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff and the
9 Class Members' claims all arise from the same alleged events and course of conduct, and are based
10 on the same legal theories; and (iv) the adequacy of representation requirement because the Named
11 Plaintiff has the same interests as all members of the Class, and she is represented by experienced
12 and competent counsel.

13 4. The Court further finds, preliminarily and for settlement purposes only, that common
14 issues predominate over individual issues in this litigation and that class treatment is superior to the
15 other means of resolving this dispute. Employing the class device here will not only achieve
16 economies of scale for Class Members with individual claims, but also conserve the resources of
17 the judicial system and preserve public confidence in the integrity of the system by avoiding the
18 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
19 adjudications of similar issues and claims.

20 5. For settlement purposes only, the Court finds that the Named Plaintiff, Rafaela
21 Cervantes Carranza, is an adequate representative and appoints her as such. The Court further finds
22 that Natalie Haritounian of D.Law, Inc., have adequately represented the Named Plaintiff and the
23 Class in this litigation, and the Court appoints them as Class Counsel.

24 6. The Court appoints Apex Class Action, LLC to perform the duties of a Settlement
25 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

26 7. The Court recognizes that certification under this Order is for *settlement purposes*
27 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
28 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this

1 Order is without prejudice to the rights of Defendant to oppose class certification in the action,
2 should the proposed Settlement Agreement not be granted final approval.

3 8. The Court preliminarily finds that the \$170,000.00 Gross Settlement Amount
4 provided for under the Settlement to be fair and reasonable. The Court preliminarily finds that the
5 following deductions from the Gross Settlement Amount are also fair and reasonable: (1) up to
6 \$56,666.67 to Class Counsel for attorneys' fees; (2) up to \$20,000.00 to Class Counsel for their
7 litigation costs; (3) up to \$7,500.00 to Plaintiff for a Class Representative Enhancement Payment;
8 up to \$5,000.00 for the Settlement Administration Costs; and (5) up to \$8,000.00 for civil penalties
9 under PAGA, allocated 75% to the LWDA PAGA Payment and 25% to Aggrieved Employees for
10 their Individual PAGA Payments. The estimated Net Settlement Amount is approximately
11 \$72,833.33.

12 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

13 9. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
14 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
15 appears to be within the range of reasonableness of a settlement that could ultimately be given final
16 approval by this Court. It appears to the Court on a preliminary basis that:

17 a. The settlement amount is fair and reasonable to all Class Members when
18 balanced against the probable outcome of further litigation relating to liability and damages issues;

19 b. Extensive and costly investigation and research have been conducted such
20 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

21 c. Settlement at this time will avoid additional substantial costs, such as those
22 that have already been incurred by both parties, as well as avoid the delay and risks that would be
23 presented by the further prosecution of this litigation; and

24 d. The proposed settlement has been reached as the result of intensive, serious,
25 and non-collusive arm's-length negotiations.

26 10. The Court further approves the following representative group of employees as
27 governed by the Settlement Agreement with respect to the PAGA Claim:

28 "all persons who worked for Defendant as non-exempt, hourly paid employees in the

1 State of California at any time during the PAGA Covered Period.”

2 11. The Court grants approval of the PAGA Settlement Payment pursuant to the terms
3 and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
4 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
5 § 2699(l)(2).

6 12. Because a PAGA action is not a class action, Class Members may not opt out of, or
7 object to, the PAGA Settlement Payment.

8 13. If the Court does not grant final approval of the Settlement Agreement, approval of
9 the PAGA settlement will be vacated.

10 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

11 **AND TIMELINE FOR SENDING CLASS NOTICE**

12 14. The Class Notice shall be revised to reflect the date of the final fairness hearing and
13 the corresponding deadlines.

14 15. Defendant shall provide Class Information to the Administrator no later than July 6,
15 2026.

16 16. The Settlement Administrator shall, no later than September 1, 2026, cause the Class
17 Notice to be mailed by first class mail to all known members of the Class certified by this Court in
18 this action to the most recent address in Defendants’ business records for each known member of
19 the Class. The mailing of the Class Notices directed in this Order constitutes the best notice
20 practicable under the circumstances and sufficient notice to all members of the Class.

21 17. The costs of settlement administration, including the cost of printing and mailing the
22 Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the
23 Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement
24 Agreement.

25 18. Each member of the Class who wishes to be excluded from the Class must submit a
26 request to be excluded from the Settlement by the November 6, 2026. Any Class Member who does
27 not submit a timely request to be excluded from the Settlement consistent with the terms of the
28 Settlement Agreement shall be bound by the terms of the Settlement Agreement, even if such Class

1 Member has previously initiated or subsequently initiates individual litigation against Defendant or
2 other proceedings encompassed by the Settled Claims defined in the Settlement Agreement.

3 **OBJECTIONS TO SETTLEMENT**

4 19. Any member of the Class who has not timely elected to be excluded from the Class,
5 and who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement
6 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
7 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
8 for each objection. The Settlement Administrator will promptly transmit any objections it receives
9 to Class Counsel and Defendant's counsel.

10 20. All written objections must be signed by the Class Member or the Class Member's
11 representative and must include the information specified in the Class Notice.

12 21. A Class Member may appear either in person or through personal counsel at the Final
13 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
14 the Class Member's expense.

15 22. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
16 of any and all objections or written requests for exclusion that come into their possession.

17 **FINAL APPROVAL FAIRNESS HEARING**

18 23. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
19 the Settlement Agreement on June 3, 2026, at 8:30 a.m. in Department 24 of this Court ("Final
20 Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this
21 action is fair, reasonable and adequate and should be finally approved. The Court will also consider
22 at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and enhancement
23 award to the Named Plaintiff should be granted and, if so, in what amounts.

24 24. Members of the Class who have not timely elected to be excluded from the Class and
25 who object to the proposed Settlement may appear and present such objections at the Settlement
26 Hearing in person or by counsel, provided that the objecting Class Member complied with the
27 requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be
28 received or considered, unless the requirements to object to the Settlement have been satisfied,

1 except as this Court may permit for good cause shown.

2 25. The deadline for the submission of a due diligence declaration from the
3 Administrator shall be November 13, 2026.

4 26. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
5 of the final approval of the Settlement Agreement and his request for approval of the attorneys' fees,
6 litigation costs, and enhancement award no later than November 19, 2026. After the Final Hearing,
7 the Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement
8 that will adjudicate the rights of all Class Members.

9 27. A final fairness hearing in this matter shall be set for December 11, 2026 at 8:30
10 A.M. in Department 24 of this Court.

11 28. All discovery and other pretrial proceedings in this action are stayed and suspended
12 until further order of this Court, except such actions as may be necessary to implement the
13 Settlement Agreement and this Order.

14 29. If, for any reason, the Court does not grant final approval of the Settlement, all
15 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
16 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

17 **IT IS SO ORDERED.**

18
19 Dated: 6/11/2026 ~~2026~~



JUDGE OF THE SUPERIOR COURT
6/11/2026