

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ROSA TORRES-ESTRADA,
on behalf of herself and all others similarly situated and aggrieved

(Additional Counsel listed on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROSA TORRES-ESTRADA, JAYSON
ARGUETA and ADELINA FLORES,
individuals, and on behalf of themselves and
all others similarly situated and aggrieved,

Plaintiffs,

vs.

LA AMAPOLA, INC., a California limited
liability company; LA AMAPOLA, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV33110

*Consolidated with Case Nos. 22STCV32064
and 23STCV13634*

[Assigned for all purposes to the Hon. Timothy
Patrick Dillon in Dept. 15]

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

FILED
Superior Court of California
County of Los Angeles

08/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1 **SOLOUKI SAVOY, LLP**

Grant Joseph Savoy (SBN 284077)

2 *grant@soloukisavoy.com*

3 316 W 2nd St, Ste 1200

Los Angeles, CA 90012

4 Tel: (213) 814-4940; Fax: (213) 814-2550

5 **E&L, LLP**

Arie Ebrahimian, Esq. (SBN 274961)

6 (*arie@ebralavi.com*)

7 David Lavi, Esq. (SBN 277604)

(*dlavi@ebralavi.com*)

8 8889 W. Olympic Blvd., 2nd Floor

Beverly Hills, CA 90211

9 Phone: (213) 213-0000

10 Fax: (213) 213-0025

11 Attorneys for Plaintiffs, JASON ARGUETA and ADELINA FLORES, on behalf of
12 themselves and all others similarly situated and aggrieved
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This Court, having considered the Motion of plaintiffs Rosa Torres-Estrada, Jason Argueta
2 and Adelina Flores (collectively, “Plaintiffs”) for Preliminary Approval of Class and Representative
3 Action Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for
4 Preliminary Approval”), the Declarations of Megan R. Lazar, David D. Bibiyan, Grant Savoy, David
5 Lavi, Rosa Torres-Estrada, Jason Argueta, Adelina Flores, and Sean Hartranft, the Class and PAGA
6 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed
7 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”),
8 and other documents submitted in support of the Motion for Preliminary Approval, hereby
9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members,” “Class Members”) for the purpose of settlement only: all persons currently or
14 formerly employed by defendant La Amapola, Inc. (“Defendant”), either directly or through any
15 subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
16 employees during the period from September 8, 2017 through May 29, 2021 (“Class Period”) in the
17 State of California.

18 3. The Court preliminarily appoints the named plaintiffs Rosa Torres-Estrada, Jayson
19 Argueta and Adelina Flores (collectively, “Plaintiffs”) as Class Representatives, and David D.
20 Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., Grant Joseph Savoy of
21 Solouki Savoy, LLP, and Arie Ebrahimian and David Lavi of E&L, LLP, as Class Counsel.

22 4. The Court preliminarily approves the proposed class settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
24 settlement appears to be within the range of reasonableness of settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
26 amount is fair, adequate, and reasonable, as to all potential class members when balanced against
27 the probable outcome of further litigation relating to liability and damages issues. It further appears
28 that extensive and costly investigation and research have been conducted such that counsel for the

1 parties at this time are reasonably able to evaluate their respective positions. It further appears to the
2 Court that the settlement at this time will avoid substantial additional costs to all parties, as well as
3 the delay and risks that would be presented by the further prosecution of the Action. It further
4 appears that the settlement has been reached as the result of intensive, non-collusive and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 5. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith.

8 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 7. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$1,800,000.00, which is inclusive of: attorneys' fees of up to one third (1/3)
14 of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to
15 \$600,000.00, in addition to actual costs incurred of up to \$35,000.00; service award of up to
16 \$7,500.00 each to plaintiffs Rosa Torres-Estrada, Jason Argueta and Adelina Flores, for a total of
17 \$22,500.00 to Plaintiffs; costs of settlement administration of no more than \$10,990.00; and Private
18 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$180,000.00, of which
19 \$135,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
20 \$45,000.00 (25%) to "Aggrieved Employees," defined as all persons currently or formerly employed
21 by Defendant, either directly or through any subsidiary, staffing agency, or professional employer
22 organization, as non-exempt, hourly-paid employees during the period from September 17, 2020
23 through the end of the Class Period ("PAGA Period") in the State of California.

24 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
25 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
26 Settlement Amount.

27 9. Class Member's "Workweek" shall mean any week during which a Class Member
28 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates

1 (as applicable), and termination dates (as applicable).

2 10. Defendant represents that there are no more than 53,255 Workweeks worked by Class
3 Members during the Class Period. In the event the number of Workweeks worked by Class Members
4 during the Class Period increases by more than 10%, or 5,326 Workweeks, then the Gross
5 Settlement Amount shall be increased proportionally by the Workweeks in excess of 58,581
6 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by
7 dividing the originally agreed-upon Gross Settlement Amount (\$1,800,000.00) by 53,255. The
8 Parties agree that the Workweek Value and the settlement amount to \$33.80 per Workweek
9 (\$1,800,000.00 / 53,255 Workweeks). Thus, for example, should there be 60,000 Workweeks
10 worked by Class Members during the Class Period, then the Gross Settlement Amount shall be
11 increased by \$47,962.20 ((60,000 Workweeks – 58,581 Workweeks) x \$33.80 per Workweek.)

12 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
13 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
14 costs, not to exceed \$10,990.00 out of the Gross Settlement Amount for services to be rendered by
15 Apex on behalf of the class.

16 12. Not later than 7 days after the Court grants Preliminary Approval of the Settlement,
17 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
18 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
19 Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known
20 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
21 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

22 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
23 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
24 and restrict access to the Class Data to Administrator employees who need access to the Class Data
25 to effect and perform under the Agreement.

26 14. Before mailing Class Notices, the Administrator shall update Class Member addresses
27 using the National Change of Address database.

28 15. Using best efforts to perform as soon as possible, and in no event later than 14 days

1 after receiving the Class Data, the Administrator will send to all Class Members identified in the
2 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
3 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the
4 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
5 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
6 Pay Periods (if applicable) used to calculate these amounts.

7 16. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
8 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
10 Settlement. Class Members to whom Notice Packets are resent after having been returned
11 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
12 has expired.

13 17. Class Members who wish to exclude themselves from (opt-out of) the Class
14 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
15 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
16 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
17 or his/her representative that reasonably communicates the Class Member’s election to be excluded
18 from the Settlement and includes the Class Member’s name, address and email address or telephone
19 number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

20 18. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members’
23 Releases under the Agreement, regardless whether the Participating Class Member actually receives
24 the Class Notice or objects to the Settlement.

25 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice
26 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
27 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
28 Class Notice. The Class Member may challenge the allocation by communicating with the

1 Administrator via mail.

2 20. Only Participating Class Members may object to the class action components of the
3 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
4 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
5 and/or Class Representatives Service Payments.

6 21. Participating Class Members may send written objections to the Administrator by
7 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
8 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
9 Member who elects to send a written objection to the Administrator must do so not later than 45
10 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
11 Members whose Class Notice was re-mailed).

12 22. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
13 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
14 Administrator no later than 14 days after the Effective Date.

15 23. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
16 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
17 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
18 Counsel Litigation Expenses Payment, and the Class Representatives Service Payments.
19 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
20 and the Class Representatives Service Payments shall not precede disbursement of Individual Class
21 Payments and the Individual PAGA Payments.

22 24. For any Class Member whose Individual Class Payment check or Individual PAGA
23 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
24 the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
25 Aid at Work, for use in Los Angeles County.

26 25. All papers filed in support of final approval, including supporting documents for
27 attorneys' fees and costs, shall be filed by ____ (per code) ____.

28 26. A Final Approval Hearing shall be held with the Court on 12/21/2026

1 at 10 : 00 a.m in Department 15 of the above-entitled Court to determine: (1) whether the proposed
2 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
3 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
4 to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the
5 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

6 **IT IS SO ORDERED.**

7
8 Dated: 08/27/2026





Judge of the Superior Court

Timothy Patrick Dillon / Judge