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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

LEYDI MORALES, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney Generals Act;

Plaintiff,

vs.

MASTROIANNI FAMILY ENTERPRISES LTD., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,
Department CX104

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: October 24, 2024

Time: 2:00 p.m.

Dept: CX104

Complaint Filed: October 14, 2022

1 Plaintiff Leydi Morales' ("Plaintiff") Motion for Preliminary Approval of Class Action
2 and PAGA Settlement ("Motion") came on regularly for hearing on October 24, 2024, the
3 Honorable Melissa R. McCormick presiding. Having reviewed Plaintiff's Motion and
4 accompanying declarations and exhibits, Plaintiff's Supplemental brief and accompanying
5 declarations and exhibits, and the supplemental Declaration of Tae Kim in support of the Motion
6 and accompanying exhibits, the Court hereby finds and orders as follows:

7 1. The Court preliminarily approves the following settlement terms:

- 8 a. Settlement of this class and PAGA action for the gross settlement amount of
9 \$1,295,000;
- 10 b. An award of attorneys' fees in an amount of \$453,250.00 (not to exceed 35% of
11 the gross settlement amount);
- 12 c. An award of litigation costs not to exceed \$22,700.00;
- 13 d. An award of settlement administration costs not to exceed \$12,750.00; and
14 e. An allocation of \$75,000.00 for PAGA penalties (\$56,250.00 to the Labor
15 Workforce Development Agency; \$18,750.00 to the aggrieved employees).

16 2. This Order hereby incorporates by reference the definitions in the Amended
17 Settlement Stipulation submitted with the Supplemental Brief in support of the Motion and also
18 attached hereto as Exhibit "A", and all terms herein shall have the same meaning as set forth in
19 the Stipulation, as well as the Amendment to the Amended Settlement Stipulation and
20 accompanying Exhibit, which is attached as Exhibit B. The Amended Settlement Stipulation
21 and Amendment to the Amended Settlement Stipulation are collectively referred to as
22 "Stipulation."

23 3. The Amended Notice of Class Action and PAGA Settlement and Spanish
24 translation version are attached as Exhibit C; the Request for Exclusion and Spanish translation
25 version are attached as Exhibit D; the Objection Form and Spanish translation version are
26 attached as Exhibit E.

27 4. The Court finds on a preliminary basis that the Settlement memorialized in the
28 Stipulation appears to be fair, adequate and reasonable, and in the best interests of the absent

1 Class Members, and therefore meets the requirements for preliminary approval.

2 5. The Court provisionally certifies for settlement purposes only, the following
3 class: all current and former non-exempt employees of Defendant who worked for Defendant in
4 California from October 14, 2018, through October 23, 2023 (“Class Period”). The Court adopts
5 the definition of Aggrieved Employees and PAGA Period set forth in the Stipulation, which are
6 as follows:

7 a. Aggrieved Employees means all current and former non-exempt employees of
8 Defendant who worked in the State of California at any time during the PAGA
9 Period.

10 b. The PAGA Period is the period October 14, 2021 through October 23, 2023.

11 6. The Court preliminarily finds, for purposes of settlement only, that the class meets
12 the requirements for certification under California Code of Civil Procedure § 382 in that: 91) the
13 class is so numerous that joinder of all members is impractical; (2) there are questions of law
14 and fact that are common to the Settlement Class Members which predominate over
15 individualized issues; (3) Plaintiff’s claims are typical of the claims of the class; (4) Plaintiff and
16 his counsel will fairly and adequately protect the interests of the class; and (5) a class action is
17 superior to other available methods for the fair and efficient adjudication of the controversy.

18 7. The Court preliminarily finds that the settlement was the result of arm’s length
19 negotiations conducted after adequate investigation of the claims at issue in this action.

20 8. The Court preliminarily appoints, for settlement purposes only, Plaintiff Leydi
21 Morales as class representative.

22 9. The Court preliminarily appoints, for settlement purposes only, Tae Kim and
23 Dawn Collins of Collins Kim, LLP and Arby Aiwezian, Joanna Ghosh, and Brian J. St. John of
24 Lawyers for Justice, PC as Class Counsel.

25 10. The Court preliminarily appoints CPT Group as the Settlement Administrator to
26 administer the settlement pursuant to the terms of the Stipulation. The Claims Administrator is
27 instructed to administer the settlement in accordance with the Stipulation.

28 11. The Court approves as to form and content: (1) the Notice of Class Action and

1 Private Attorney General Act Settlement (“Class Notice”), which will include an estimate of the
2 number of workweeks worked during the Class Period as well as a statement as to how
3 Aggrieved Employees’ individual portions of the PAGA Payment is calculated; (2) Notice of
4 Objection; and (3) Request for Exclusion ((1)-(3) collectively “Notice Packet”), and
5 accompanying Spanish translations of the forgoing documents. The Court finds the notice plan
6 as set forth in the Stipulation is the best means practicable under the circumstances for providing
7 notice to the Class Members and Aggrieved Employees, and when completed, shall constitute
8 due and sufficient notice of the class action, the proposed Settlement, and the final approval
9 hearing to all persons entitled to such notice, in full compliance with due process and the notice
10 requirements of California Code of Civil Procedure, § 878.6.

11 12. The Court adopts the following procedures for objections, exclusions, and
12 disputes, as set forth in the Stipulation:

13 **Notice**

- 14 a. The Notice Packets shall be mailed out by the Claims Administrator within
15 fourteen (14) days of the date this Court’s order granting Plaintiff’s Motion for
16 Preliminary Approval.
- 17 b. Prior to mailing the Notice Packets, the Settlement Administrator shall process the
18 Class Information list against the National Change of Address (“NCOA”
19 Database maintained by the United States Postal Service (“USPS”). It shall be
20 conclusively presumed that if the Notice Packet is not returned as
21 “undeliverable,” the Settlement Class Member received the Notice Packet.
- 22 c. The Class Notice will inform Class Members that, unless they request to be
23 excluded from the Settlement by the Response Deadline (defined as 60 calendar
24 days after the Notices are mailed), they will become Participating Class Members;
25 they will receive Individual Settlement Payments under the Agreement; and they
26 are bound by the release of the Participating Class Members’ Released Claims and
27 PAGA Released Claims as to the Aggrieved Employees. The Notice Packet will be
28 in English and translated into Spanish. The Class Notice will also identify the

1 website url for the settlement website where Class Members may obtain additional
2 information about the settlement.

3 d. The Class Notice will inform Class Members of their right to request exclusion
4 from the Settlement and the procedure for doing so and of their right to object to
5 the Settlement and the procedure for doing so.

6 e. The Class Notice shall include a statement as to the number of workweeks worked
7 during the Class Period attributable to the Class Member as well as an explanation
8 for how the workweeks worked will be used to calculate the Individual Settlement
9 Payments. The Class Notice shall also include a statement as to how the Aggrieved
10 Employee's individual's portion of the PAGA Payment was calculated.

11 f. With respect to Notice Packets that are returned as undeliverable, if a forwarding
12 address is provided by the USPS, the Settlement Administrator shall re-mail the
13 Notice Packet within three (3) business days. If a Notice Packet is "undeliverable"
14 and no forwarding address is provided, the Settlement Administrator shall employ
15 standard skip-tracing to obtain updated address information and shall re-mail the
16 Notice Packet to those Settlement Class Members. All re-mailings to skip-traced
17 Settlement Class Members shall be promptly performed during the notice and opt-
18 out period and must be completed no later than ten (10) days prior to the Response
19 Deadline. To the extent that Class Counsel becomes aware of new contact
20 information for any Settlement Class Member, Class Counsel shall promptly
21 communicate that information to the Settlement Administrator. Within two (2)
22 business days of receiving such information, the Settlement Administrator shall
23 cause a Notice Packet to be mailed to the Settlement Class Member's updated
24 address.

25 **Workweek/Pay Period Disputes**

26 g. Each Settlement Class Member will have the opportunity, should they disagree with
27 Defendant's records regarding the number of Workweeks credited to them during
28 the applicable Settlement Class Period and pay periods during the PAGA Period as

1 stated in the Notice, to provide documentation and/or an explanation postmarked
2 or to be received by the Settlement Administrator by the Response Deadline in
3 support of his or her claim of a different number of Workweeks and/or pay periods.
4 If there is a dispute related to the number of Class Period workweeks or PAGA pay
5 periods, the Settlement Administrator will consult with Class Counsel and
6 Defendant's counsel to determine whether an adjustment is warranted. The
7 Settlement Administrator will provide an initial resolution to any dispute related to
8 the number of Class Period workweeks or PAGA pay periods, which will be subject
9 to review by the Court. If the Settlement Administrator is unable to resolve a dispute
10 related to the number of Workweeks, the Parties will submit the dispute to the Court
11 for resolution.

12 **Requests for Exclusion**

- 13 h. Class Members who wish to exclude themselves from (or "opt out" of) the
14 Settlement must submit timely, written requests for exclusion by the Response
15 Deadline. To be effective, the request for exclusion must be submitted on the Request
16 for Exclusion Form or sending a written exclusion request in similar form, which
17 must include: the Class Member's name, address, and telephone number; the name
18 and case number of this case; a clear and unequivocal statement that the individual
19 wishes to be excluded from the Settlement; and the Class Member's signature,
20 either of which must be postmarked by the Response Deadline. The date of the
21 postmark on the envelope containing the request for exclusion shall be the exclusive
22 means used to determine whether a request for exclusion has been timely submitted.
23 Requests for exclusion must be exercised individually by a Class Member.
24 Attempted collective group, class, or subclass requests for exclusions shall be
25 ineffective and disregarded by the Settlement Administrator.
- 26 i. All Class Members who do not opt out shall be bound by this Agreement, and all
27 of their claims shall be dismissed with prejudice and released as provided for
28 herein.

1 j. Notwithstanding the submission of a timely request for exclusion, Class Members
2 will still be bound by the settlement and release of the PAGA Claims or remedies
3 under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) and
4 will receive their portion of the PAGA Payment.

5 **Objections**

6 k. Settlement Class Members who do not opt out of the Settlement and wish to object
7 to the Settlement may either present their objection at the Final Approval Hearing
8 or submit to the Settlement Administrator a timely and valid Objection Form or
9 written brief or statement of objection (together, “Objection”). The Objection must:
10 (1) state the full name of the Participating Class Member; (2) be signed by the
11 Participating Class Member; and (3) be postmarked by the Response Deadline and
12 returned to the Settlement Administrator at the address specified on the Notice.
13 With the motion for final approval, Plaintiffs will present a full report to the Court
14 on all exclusions and objections received. Settlement Class Members who validly
15 opt-out of the Settlement may not submit an Objection to the Settlement and any
16 Objection they submit will not be valid.

17 l. Class Members who object to the proposed Settlement shall remain Settlement
18 Class Members and shall be deemed to have voluntarily waived their right to pursue
19 an independent remedy against Defendant and the Released Parties. To the extent
20 any Class Member objects to the Settlement, and such objection is overruled in
21 whole or in part, those Class Members will be forever bound by the Final Approval
22 order and Judgment.

23 13. The Court sets the following implementation schedule:

24 Deadline for Settlement Administrator to 25 mail Notice Packets to Class Members and Aggrieved Employees	November 7, 2024 (no more than 14 days after entry of the Preliminary Approval Order)
26 Deadline for Class Members to submit a 27 Notice of Objection or Request for Exclusion (“Response Deadline”)	January 6, 2025 (60 days after Notices are mailed)

1 2 3 4	Deadline for Plaintiff to file a Motion for Final Approval of Class Action Settlement, Respond to any Objections, and file Declarations and Briefs in Support of Fee Award	February 19, 2025
5	Final Approval Hearing	March 13, 2025, at 2:00 p.m., Dept. CX104

6 14. The Court will retain jurisdiction to enforce the settlement pursuant to California
7 Code of Civil Procedure Section 664.6.

8 15. The Parties are ordered to carry out the Settlement according to the terms of the
9 Stipulation.

10 **IT IS SO ORDERED.**

11
12 Dated: October 24, 2024

Hon. Melissa R. McCormick
Superior Court Judge