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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

VERONICA A. MARAVILLA, an individual,
on behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

VENUS ET FLEUR LLC, a New Jersey
Limited Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No: 22STCV05864

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

Date: November 27, 2023

Time: 11:00 a.m.

Judge: Hon. Jessica C. Kronstadt

Dept.: 7

1 This matter having come before the Honorable Judge Lawrence Riff of the Superior Court of the
2 State of California, in and for the County of Los Angeles, at 11:00 a.m. on November 27, 2023, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, as counsel for Plaintiff Veronica A. Maravilla (“Plaintiff”), and Matthew C. Sgnilek,
5 Esq. of O’Hagan Meyer, appearing for Defendant Venus Et Fleur, LLC (hereinafter “Defendant”). The
6 Court, having carefully considered the briefs, argument of counsel and all the matters presented to the
7 Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of
8 Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached hereto as
12 **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the
13 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
14 Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Hundred, Ten Thousand Dollars and Zero Cents (\$210,000.00). It appears
19 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

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1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks Attorneys' Fees in the amount of up to one-third of the Gross Settlement
8 Amount, currently estimated at Seventy Thousand Dollars and Zero Cents (\$70,000.00), Litigation
9 Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and
10 proposed Class Representative Payment to the Class Representative, Veronica Maravilla, in an amount
11 of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be
12 within the range of reasonableness, the Court will not approve the Attorneys' Fees, Litigation Costs, or
13 Class Representative Payment until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 All current and former non-exempt employees who worked for Defendant
19 in California (or if any such person is incompetent, deceased, or unavailable
20 due to military service, the person's legal representative or successor in
21 interest evidenced by reasonable verification) during the period
22 commencing February 16, 2018, through August 29, 2023 ("Class Period").

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
28 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will

1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in his individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints Plaintiff Veronica Maravilla as the representative of
6 the Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
8 and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
10 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
11 **Exhibit “A”**. The Court finds that the Class Notice appears to fully and accurately inform the Class
12 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
13 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
14 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
15 that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement
16 and this Order meets the requirements of due process, is the most reasonable notice under the
17 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the
19 Agreement.

20 11. The Court hereby appoints ILYM Group, Inc., as Administrator. Within fifteen (15) days
21 after the Preliminary Approval Date, Defendant shall provide the Administrator with the Class Data,
22 including information regarding Class Members that Defendant will in good faith compile from its
23 records, including each Class Member’s full name, last-known address, Social Security number,
24 telephone number, and number of Class Period Workweeks and PAGA Pay Periods. No later than
25 fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator shall mail
26 and email copies of the Class Notice to all Class Members via first class U.S. Mail.

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1 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
2 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
3 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
4 the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or
5 received by the Response Deadline which is forty-five (45) calendar days after the Administrator mails
6 the Class Notices to Class Members or, in the case of re-mailed Class Notice, not more than fourteen
7 (14) days from the original Response Deadline. Any such person who chooses to opt out of and be
8 excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement
9 and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class
10 Members who have not requested exclusion shall be bound by all determinations of the Court, the
11 Agreement, and Judgment.

12 13. Any Class Member who has not opted out may appear at the final approval hearing and
13 may object or express the Class Member's views regarding the Settlement and may present evidence
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
15 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
16 from the date the Administrator mails the Class Notice to postmark their written objections to the
17 Administrator.

18 14. A final approval hearing shall be held before this Court on _____ at
19 _____ AM/PM in Department 7 of the Los Angeles County Superior Court to determine all necessary
20 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
21 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
22 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
23 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
24 reasonable to the Class; and to finally approve the Attorneys' Fees, Litigation Costs, and Class
25 Representative Payment, and the Settlement Administration Costs. All papers in support of the motion
26 for final approval and the motion for Attorneys' Fees, Litigation Costs, and Class Representative
27 Payment shall be filed with the Court and served on all counsel within twenty-eight (28) days following
28 the expiration of the Response Deadline.

1 15. In the event the Settlement does not become effective in accordance with the terms of the
2 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
3 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
4 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
5 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
6 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
7 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
8 is not approved.

9 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
10 and all dates provided for in the Agreement without further notice to Class Members and retains
11 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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15 Dated: _____

JUDGE OF THE SUPERIOR COURT