

1 DAVID YEREMIAN & ASSOCIATES, INC.  
David Yeremian (SBN 226337)  
2 david@yeremianlaw.com  
Alvin B. Lindsay (SBN 220236)  
3 alvin@yeremianlaw.com  
535 N. Brand Blvd., Suite 705  
4 Glendale, California 91203  
Telephone: (818) 230-8380  
5 Facsimile: (818) 230-0308

6 UNITED EMPLOYEES LAW GROUP, PC  
Walter Haines (SBN 71075)  
7 walterhaines@yahoo.com  
5500 Bolsa Ave., Suite 201  
8 Huntington Beach, CA 92649  
Telephone: (310) 652-2242

9 Attorneys for Plaintiff Gesel Maldonado,  
10 on behalf of herself and others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 GESEL MALDONADO, an individual, on  
14 behalf of herself and others similarly situated,

15 Plaintiff,

16 vs.

17 K & R CORPORATION, a California  
corporation; and DOES 1 through 50,  
18 inclusive,

19 Defendants.

Case No.: 20STCV27934

CLASS ACTION

Assigned for All Purposes To:  
Hon. Elihu M. Berle  
Dept. 6, Spring Street Courthouse

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND RELEASE**

*[Filed concurrently with of Notice of Motion and  
Motion; Memorandum of Points and Authorities;  
and the Declarations of David Yeremian, Alvin  
Lindsay, Walter Haines, and Gesel Maldonado]*

Date: December 20, 2021  
Time: 8:30 a.m.  
Location: Department 6

Complaint Filed: July 21, 2019  
First Amended Complaint: September 23, 2020  
Trial Date: None Set

1 **ORDER**

2 Plaintiff Gesel Maldonado (“Plaintiff”), on behalf of herself and others similarly situated  
3 and employed by Defendant K&R CORPORATION (“Defendant”) (collectively, “the parties”),  
4 filed an unopposed Motion for Preliminary Approval of the parties’ Joint Stipulation of Class  
5 Action Settlement and Release of Claims (“Settlement Agreement”). The Motion was set for  
6 hearing on December 20, 2021 at 8:30 a.m. in Department 6, and Defendant does not oppose it.  
7 The Court, having considered the Settlement Agreement, and the proposed Class Notice at Exhibit  
8 A to the Settlement Agreement, the submissions of counsel, and all other papers filed in this  
9 litigation, and Defendant’s non-opposition to the Motion, hereby ORDERS as follows:

10 1. Plaintiff’s Motion for Preliminary Approval of the parties’ Settlement Agreement,  
11 which is attached at Exhibit A to the Declaration of Class Counsel, David Yeremian, Esq., is  
12 GRANTED;

13 2. This Order incorporates by reference the definitions in the Settlement Agreement  
14 and all terms defined therein shall have the same meaning as in this Order;

15 3. The Court conditionally certifies a Class consisting of: (a) all persons who, during  
16 the Class Period of July 21, 2016 through October 22, 2021, have previously been or currently are  
17 employed in California by Defendant as an hourly-paid, non-exempt employee and (b) all persons  
18 who between April 1, 2021 and October 22, 2021 have previously been or currently are employed  
19 in California by Piazza Management Corporation, as an hourly-paid, non-exempt employee and  
20 who between July 21, 2016 and March 31, 2021 were employed in California by Defendant, as an  
21 hourly-paid, non-exempt employee. (Yeremian Decl., Exhibit A, Settlement, ¶¶ 2, 4). The  
22 “Participating Class Members” are defined as all Class Members who have not submitted a  
23 complete, valid, and timely request to be excluded from the Settlement. (Settlement, ¶¶ 7, 10).

24 Should the Settlement not be finally approved, this Order will be rendered null and void and shall  
25 be vacated, and the fact that the parties were willing to stipulate to class certification as part of the  
26 settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a  
27 class should be certified in a non-settlement context. Should the settlement not become final, the  
28

1 parties shall revert to their respective positions prior to notifying the Court of the settlement of the  
2 action.

3 4. The class action settlement contemplated by the Settlement Agreement is  
4 preliminarily approved based upon the terms set forth in the Settlement Agreement, the  
5 Settlement appears to be fair, adequate, and reasonable for the Class, and falls within the range of  
6 reasonableness that could ultimately be granted final approval by the Court. The preliminary  
7 approval of the class action settlement includes the approval for purposes of the settlement of  
8 David Yeremian and Alvin B. Lindsay of David Yeremian & Associates, Inc. and Walter Haines  
9 of United Employees Law Group, P.C. as Class Counsel, Plaintiff Gesel Maldonado as Class  
10 Representative, and Phoenix Class Action Administrators (“Phoenix”) as the Settlement  
11 Administrator. Class Counsel is authorized to act on behalf of the Class members with respect to  
12 all acts or consents required by or which may be given pursuant to the Settlement Agreement and  
13 the class action settlement contemplated by the Settlement Agreement, and such other acts  
14 reasonably necessary to consummate the settlement. The Settlement Administrator is authorized  
15 to perform such acts as set forth in this Order and the Settlement Agreement.

16 5. The Court approves the parties’ allocation of \$28,000.00 to settle claims under the  
17 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to Labor Code § 2699(i),  
18 75% of this amount, or \$21,000.00, shall be paid to the California Labor & Workforce  
19 Development agency and the remaining 25%, or \$7,000.00, shall remain in the Net Fund Amount  
20 and will be paid to Class Members in the manner set forth in the Settlement Agreement.

21 6. The Class Notice (or the “Notice”), attached at Exhibit A to the Settlement  
22 Agreement at Exhibit A to Class Counsel’s Declaration, advises the Class of the material terms  
23 and provisions of this Settlement, the procedure for approval thereof, and their rights with respect  
24 thereto, and is approved as to form and content. The Court approves the procedures set forth in  
25 the Settlement Agreement for Class Members to participate in, opt out of, and object to the  
26 Settlement as set forth in the Notice.

27 7. The Notice shall be sent by first class mail to the Class in accordance with the  
28 schedule set forth in the Settlement Agreement. The dates selected for the mailing and

1 distribution of the Class Notice, and the other dates as set forth below, meet the requirements of  
2 due process and provide the best notice practicable under the circumstances, and shall constitute  
3 due and sufficient notice to all persons entitled thereto:

4 a. Deadline for Defendant to provide to Settlement Administrator the Class Member  
5 Data and related information in electronic form: 21 calendar days after entry of the Court's Order  
6 granting preliminary approval to the Settlement.

7 b. Deadline for Settlement Administrator to mail the Class Notice by first-class  
8 regular U.S. mail: 7 calendar days after receiving the Class Member Data.

9 c. Deadline for class members to mail objections or requests for exclusion to the  
10 Settlement Administrator: 45 calendar days after the mailing of the Class Notice.

11 d. Deadline for Class Counsel to file a Motion for Final Approval of the Settlement  
12 Agreement: 16 Court days before hearing on Plaintiff's Motion for Final Approval and Motion  
13 for Attorneys' Fees and Costs and Representative Enhancement.

14 e. Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and  
15 Representative Enhancement: 16 Court days before Final Settlement Fairness Hearing and  
16 hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Costs and  
17 Representative Enhancement.

18 8. A Final Approval and Settlement Fairness Hearing on the question of whether the  
19 proposed Settlement, attorneys' fees and costs to Class Counsel, and the class representative  
20 enhancement should be approved as fair, reasonable, and adequate as to the Settlement Class and  
21 whether the Settlement should be given final approval is scheduled on: \_\_\_\_\_, 2022  
22 at \_\_\_\_ a.m. At the final approval hearing, Settlement Class Members may be heard orally in  
23 support of the Settlement, or in opposition to the Settlement in the event there are objectors.

24 9. The Court reserves the right to adjourn or continue the date of the Settlement  
25 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to  
26 the Class, and retains jurisdiction to consider all further applications arising out of or connected  
27 with the Settlement Agreement.  
28

1           10.     The Settlement Agreement shall not be construed as an admission or evidence of  
2 either liability or the appropriateness of class certification in the non-settlement context, as more  
3 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the  
4 rights of Defendant to oppose certification of a class in this action should the proposed Settlement  
5 not be granted final approval.

6           11.     In the event the Effective Date occurs, and in accordance with the Settlement  
7 Agreement, all Class Members who do not timely submit a Request for Exclusion from the  
8 Settlement will be deemed to have forever released and discharged the Participating Class  
9 Members' Released Claims as set forth in the Settlement Agreement. The PAGA Group Released  
10 Claims will also be released by the PAGA Group Members as of the date of entry of Judgment. In  
11 the event the Effective Date does not occur for any reason, the Settlement Agreement shall be  
12 deemed null and void and shall have no effect whatsoever.

13           12.     All further proceedings in this action are stayed except such proceedings necessary  
14 to review, approve, and implement this Settlement.

15           13.     The Court finds that all required notifications and submissions to the California  
16 Labor and Workforce Development Agency (LWDA) about the Settlement Agreement and  
17 Motion have been made by Plaintiff in the time and manner specified under the PAGA.

18 **IT IS SO ORDERED.**

19  
20 Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Hon. Elihu M. Berle  
Judge of the Superior Court