

Exhibit 1 - Order Granting Preliminary Approval of Class Action and PAGA Settlement

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

  
(SIGNATURE)

# **EXHIBIT 1**

Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
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Attorneys for Plaintiff

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 23 2024

BY Jessica Garcez  
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

RICARDO RAMIREZ, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

VICTORY DESIGN, INC. DBA  
DESIGNING MANUFACTURING  
INSTALLATION an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

RICARDO RAMIREZ, individually, and on  
behalf of other aggrieved employees pursuant  
to the California Private Attorneys General  
Act;

Plaintiff,

vs.

VICTORY DESIGN, INC. DBA  
DESIGNING MANUFACTURING  
INSTALLATION an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS2019970

[Consolidated with Case No. CIVSB2100178]

Honorable Joseph T. Ortiz  
Department S-17

**CLASS ACTION**

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

Date: October 18, 2024  
Time: 1:30 p.m.  
Department: S-17

Class Action Filed: September 21, 2020  
PAGA Action Filed: January 8, 2021  
Trial Date: None Set

**FAXED**

1 This matter has come before the Honorable Joseph T. Ortiz in Department S-17 of the  
2 Superior Court of the State of California, for the County of San Bernardino, on October 18, 2024 at  
3 1:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.  
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Ricardo Ramirez ("Plaintiff"), individually  
5 and on behalf of all others similarly situated and on behalf of other aggrieved employees pursuant  
6 to the California Private Attorneys General Act, and Kring & Chung, LLP appears as counsel for  
7 Defendant Victory Design, Inc. DBA Designed Manufacturing Installation ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to  
14 the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary Approval of Class  
15 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls  
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,  
21 and reasonable. It appears to the Court that extensive investigation and research have been  
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective  
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial  
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
25 further prosecution of the cases. It further appears that the Settlement has been reached as the result  
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Litigation Costs, Enhancement Payment, PAGA Penalties, Administration  
3 Costs, and payments to the Settlement Class Members and PAGA Members provided thereby,  
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final  
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted  
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available  
7 to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against  
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

9           5.       The Court concludes that, for settlement purposes only, the proposed Class meets  
10 the requirements for certification under section 382 of the California Code of Civil Procedure in  
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
13 community of interest amongst the members of the Class with respect to the subject matter of the  
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff  
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
17 Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the  
18 representative of the Class.

19           6.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
20 follows:

21           All current and former hourly-paid or non-exempt employees of Defendant within  
22           the State of California employed at any time during the period from September 21,  
23           2016 through April 15, 2024, or another date selected pursuant to Paragraph VIII.B  
24           of the Settlement Agreement.

25           7.       The Court provisionally appoints Arby Aiwanian, Joanna Ghosh, and Helene Mayer  
26 of Lawyers for Justice, PC as counsel for the Class ("Class Counsel").

27           8.       The Court provisionally appoints Plaintiff Ricardo Ramirez as the representative of  
28 the Class ("Class Representative").

          9.       The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the  
administration of the Settlement ("Settlement Administrator").

1           10.       Within twenty-one (21) business days of the date of this Order, Defendant shall  
2 provide the Settlement Administrator with the following information about each Class Member: (1)  
3 full name; (2) last known address; (3) last known telephone number; (4) Social Security number; (5)  
4 start and end dates of employment; (6) the number of Workweeks worked during the Class Period;  
5 and (7) number of Pay Periods during the PAGA Period (collectively, "Class List"). Class Counsel  
6 shall also receive a redacted Class List that shall only disclose an identification number attributed to  
7 each Class Member and PAGA Member and their and their associated Workweeks and/or Pay  
8 Periods during the Class Period and PAGA Period in conformity with the Settlement Agreement.

9           11.       The Court approves, both as to form and content, the Notice of Class Action  
10 Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be provided  
11 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the  
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of  
13 the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a  
14 Request for Exclusion, of Class Members' and PAGA Members' right to challenge the Workweeks  
15 and/or Pay Periods credited to each of them by submitting a Workweeks Dispute, and of each  
16 Settlement Class Member's right and opportunity to object to the Settlement by submitting an  
17 objection to the Settlement Administrator or appearing at the Final Approval Hearing with or without  
18 submitting a written objection. The Court further finds that distribution of the Class Notice  
19 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that  
20 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due  
21 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court  
22 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all  
23 Class Members within ten (10) calendar days of receipt of the Class List, pursuant to the terms set  
24 forth in the Settlement Agreement.

25           12.       The Court hereby preliminarily approves the proposed procedure, set forth in the  
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
27 choose to be excluded from the Class Settlement by submitting a timely and valid Request for  
28 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement

1 Administrator, postmarked no later than the date which is sixty (60) calendar days after the  
2 Settlement Administrator mails the Class Notice to Class Members and PAGA Members ("Response  
3 Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by  
4 fifteen (15) calendar days from the date of the original sixty (60) calendar day deadline. Any such  
5 person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement  
6 will not be entitled to any recovery under the Class Settlement and will not be bound by the Class  
7 Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all current and  
8 former hourly-paid or non-exempt employees of Defendant within the State of California employed  
9 at any time during the period from September 17, 2019 through April 15, 2024, or another date  
10 selected pursuant to Paragraph VIII.B of the Settlement Agreement ("PAGA Members") will be  
11 bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of  
12 whether they submit a Request for Exclusion. Class Members who do not submit a valid and timely  
13 Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement  
14 and any final judgment based thereon.

15 13. A Final Approval Hearing shall be held before this Court on  
16 April 1st, 2025 at 1:30 a.m./p.m. in  
17 Department S-17 of the San Bernardino County Superior Court, located at 247 West Third Street,  
18 San Bernardino, CA 92415, to determine all necessary matters concerning the Settlement, including:  
19 whether the proposed settlement of the actions on the terms and conditions provided for in the  
20 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a  
21 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
22 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class  
23 Members and PAGA Members; and determine whether to finally approve the requests for the  
24 Attorneys' Fees and Litigation Costs, Enhancement Payment, and Administration Costs.

25 14. Class Counsel shall file a motion for final approval of the Settlement and for  
26 Attorneys' Fees and Litigation Costs, Enhancement Payment, and Administration Costs, along with  
27 the appropriate declarations and supporting evidence, including the Settlement Administrator's  
28 declaration, by 14 Court days, to be heard at the Final Approval Hearing.

1        15.        To object to the Class Settlement, a Settlement Class Member may submit his or her  
2 objection in writing to the Settlement Administrator on or before the Response Deadline. The  
3 written objection must be signed and must contain the information that is required, as set forth in the  
4 Class Notice, including and not limited to the grounds for the objection. Settlement Class Members  
5 may also present their objection orally at the Final Approval Hearing, regardless of whether they  
6 have submitted a written objection.

7        16.        The Settlement is not a concession or admission, and shall not be used against  
8 Defendant as an admission or indication with respect to any claim of any fault or omission by  
9 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
10 document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts  
11 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or  
12 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,  
13 evidence of a presumption, concession, indication, or admission by Defendant of any liability, fault,  
14 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the  
15 implementation, interpretation, or enforcement of the Settlement.

16        17.        In the event the Settlement does not become effective in accordance with the terms  
17 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,  
18 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
19 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
20 Settlement Agreement.

21        18.        The Court reserves the right to adjourn or continue the date of the Final Approval  
22 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
23 Members and PAGA Members, and retains jurisdiction to consider all further applications arising  
24 out of or connected with the Settlement.

25        **IT IS SO ORDERED.**

26        Dated: Oct. 23, 2024

27        By: \_\_\_\_\_

28        The Honorable Joseph T. Ortiz  
Judge of the Superior Court

**PROOF OF SERVICE**

*STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 8, 2024, I served the foregoing document(s) described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Kyle D. Kring  
Kerri N. Kramer  
**KRING & CHUNG, LLP**  
38 Corporate Park  
Irvine, CA 92606-5105  
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mbennett@kringandchung.com

*Attorneys for Defendants*

**[X] BY E-MAIL**

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:  
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**[X] BY ONLINE SUBMISSION**

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 8, 2024, at Glendale, California.



Brenda Castillo