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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIO ROMERO, as an individual and on behalf
of all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

SAN FRANCISCO C&C/MEL'S DRIVE IN,
form unknown; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20STCV41738

[Hon. Carolyn B. Kuhl, Department 12]

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

Date: January 11, 2023
Time: 10:30 a.m.
Department: 12
Complaint Filed: October 27, 2020

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on December 16, 2022, and a hearing was held before this Court on January 11,
3 2023.

4 **I. RECITALS**

5 1. On August 27, 2020, Plaintiff initiated this class and Labor Code Private Attorneys
6 General Act of 2004 ("PAGA") action. The lawsuit seeks to remedy Defendant's alleged failures to pay
7 or timely pay all sick pay wages and overtime, provide meal and rest breaks, and furnish accurate
8 itemized wage statements.

9 2. On March 31, 2022, the Parties attended a mediation with Lynn Frank. With the
10 mediator's assistance and based on a mediator's proposal, the Parties were able to negotiate the
11 settlement terms in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement").

12 **II. FINDINGS**

13 3. The Court conditionally certifies the following Class: all current and former non-exempt
14 employees of Defendant, San Francisco C & C dba Mel's Drive-In, in the State of California from
15 October 20, 2016, through May 31, 2022 (the "Class Period").

16 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
17 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
18 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
19 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
20 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
21 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
22 also appears that investigation, research, and proceedings have been conducted so that counsel for the
23 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
24 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
25 would be presented by the further prosecution of the action. It also appears that settlement has been
26 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

1 **III. ORDERS**

2 After considering the papers and evidence, arguments of counsel, and all other matters presented
3 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

4 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
5 Settlement (the “Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and
6 reasonable to the Class.

7 6. The Court appoints and designates: (a) Plaintiff, Mario Romero, as Class Representative,
8 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. as Class Counsel for the Class.
9 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by,
10 or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize
11 the Agreement and its terms. Any Class Member may enter an appearance through his or her own
12 counsel at such Class Member’s own expense. Any Class Member who does not enter an appearance or
13 appear on his or her own behalf will be represented by Class Counsel.

14 7. A final fairness hearing on the question of whether the proposed Agreement, the
15 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the
16 Labor Workforce & Development Agency, and the Class Representative Award should be finally
17 approved as fair, reasonable, and adequate as to the members of the Class is set for
18 _____, 2023, at __:__0 [a./p.]m. in this Court.

19 8. The Court hereby approves, as to form and content, the Notice of Class Action and
20 PAGA Settlement (“Class Notice”), which is attached as Exhibit A to the Agreement. The Court finds
21 that distribution of the Class Notice to Class Members substantially in the manner and form set forth in
22 the Agreement and this Order meets the requirements of due process and shall constitute due and
23 sufficient notice to all parties entitled thereto.

24 9. The Court appoints and designates Phoenix Settlement Administrators as the
25 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
26 Members using the procedures set forth in the Agreement.

27 10. Any Class Member may choose to opt out of and be excluded from the settlement as
28 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.

Any person who timely and properly opts out of the settlement will not be bound by the Agreement or have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

11. Any Class Member may object to the Agreement or express his or her views regarding the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the issues to be heard and determined by the Court as provided in the Class Notice.

12. A Motion for Final Approval shall be filed by the Class Representatives no later than sixteen (16) court days before the final fairness hearing.

13. The Court reserves the right to adjourn or continue the date of the final fairness hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the Agreement.

14. Should for whatever reason final approval is not granted, the fact that the Parties were willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context.

IT IS SO ORDERED.

DATED: _____, 2023

THE HONORABLE CAROLYN B. KUHL