

Paul J. Denis (SBN 279026)
Ethan E. Rasi: (SBN 289848)
DENIS & RASI, PC
38 Corporate Park, Irvine, CA 92606
Tel: (714) 242-4557; Fax: (213) 443-9601
pdenis@denisrasilaw.com; erasi@denisrasilaw.com

Robert W. Skripko, Jr. (SBN 151226)
LAW OFFICE OF ROBERT W. SKRIPKO, JR., PC
38 Corporate Park,
Irvine, CA 92606
Tel: (949) 476- 2000; Fax: (949) 476-2007
rwscripko@skripkolaw.com

Attorneys for Plaintiff and putative Class-PAGA Representative,
YESENIA LOPEZ, individually and on behalf of all
those similarly situated and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
[CLASS-PAGA ACTION]**

YESENIA LOPEZ, individually, and on
behalf of all others similarly situated;

Plaintiff,

vs.

COASTAL DEVELOPMENTAL
SERVICES FOUNDATION dba WESTSIDE
REGIONAL CENTER, a California Non-
Profit Business; and DOES 1 through 25,
inclusive,

Defendants

CASE NO.: 20STCV49772
CLASS-PAGA ACTION
JUDGE: Hon. Lawrence P. Riff
DEPT: SSC7

**[Proposed] ORDER ON PLAINTIFF’S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS-PAGA ACTION SETTLEMENT
AND SETTING FINAL APPROVAL
HEARING**

Date: January 22, 2024
Time: 10:00 a.m.
Dept. SSC7

ORDER

On January 22, 2024, at 10:00 a.m., in Department 7 of the Los Angeles Superior Court –
Spring Street Courthouse, Plaintiff and putative Class-PAGA Representative, YESENIA LOPEZ’s

FILED
Superior Court of California
County of Los Angeles

01/22/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

1 (“Plaintiff”) Motion For Preliminary Approval of Class-PAGA Action Settlement, advanced
2 pursuant to Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769(c), came on
3 regularly for hearing in connection with the above-captioned putative Class-PAGA Action.

4 Upon review of the Notice of Preliminary Approval, the Memorandum of Points and
5 Authorities, the respective Declarations of putative Class-PAGA Counsel, Robert W. Skripko, Jr.;
6 Paul J. Denis, and Ethan E. Rasi, the exhibits thereto, the declaration of proposed Settlement
7 Administrator, Phoenix Settlement Administrator President of Business Operations Jodey Lawrence,
8 the Class-PAGA Action Settlement Agreement, as well as the Notice of Class Action Settlement,
9 attached hereto as Exhibit “A” (the “Notice”), the records and files in this action, and argument from
10 counsel, the Court finds on a preliminary basis as follows:

11 The proposed Settlement, the terms and conditions of which are set forth in the Class-PAGA
12 Action Settlement Agreement (the “Settlement Agreement”) entered into by and between Plaintiff,
13 YESENIA LOPEZ, individually and on behalf of her fellow putative Class Members and Aggrieved
14 Employees (defined below), and Defendant COASTAL DEVELOPMENTAL SERVICES
15 FOUNDATION dba WESTSIDE REGIONAL CENTER (“Defendant” or “Westside”) (Ex. “A” to
16 the Declaration of proposed Class-PAGA Counsel, Ethan Rasi) in this Action, is within the range of
17 reasonableness, and the Court will likely be able to approve it and enter judgment on it. The proposed
18 Settlement is sufficient to warrant sending notice thereof to the Settlement Class Members. The
19 procedures for establishing and administering the benefits provided by the proposed Settlement, and
20 for notice to Settlement Class Members, as set forth in the Settlement Agreement, satisfy all
21 constitutional and statutory requirements, including all due process requirements and the California
22 Rules of Court.

23 A. The Court finds and determines that it will likely be able to certify the Settlement
24 Class for purposes of judgment on the settlement proposal because: (i) the number of individuals in
25 the proposed Settlement Class is so numerous that joinder would be impractical; (ii) there is a
26 commonality of interests between the Class-PAGA Representative and the members of the
27 Settlement Class; (iii) there are questions of law and fact that are common to the Settlement Class,
28 and the common questions related to the settlement predominate over individual questions; (iv) the

1 Class-PAGA Representative's claims are typical of the claims of absent members of the Settlement
2 Class; and (v) the Class-PAGA Representative and Class-PAGA Counsel will continue to fairly and
3 adequately represent the interests of the un-named members of the proposed Settlement Class.

4 B. The Court has reviewed the proposed Notice for the Settlement Class, as well as the
5 methods proposed for distribution thereof, and has determined that the parties will employ forms
6 and methods of notice that constitute: (a) the best notice practicable under the circumstances; (b) are
7 reasonably calculated to apprise class members of the terms and conditions of the proposed
8 settlement and of their right to participate in it, object to, or opt-out of, the Settlement; (c) are
9 reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice;
10 and (d) meet all constitutional and statutory requirements, including all due process requirements
11 and the California Rules of Court.

12 **ACCORDINGLY, IT IS HEREBY ORDERED THAT:**

13 1. The Motion for Preliminary Approval of Class-PAGA Action Settlement is
14 **GRANTED**. Accordingly, the Court hereby preliminarily approves the Settlement.

15 2. **Class-PAGA Action Settlement:** The terms and conditions of the proposed
16 Settlement, as set forth in the Settlement Agreement, are preliminarily approved, as the terms and
17 conditions of the settlement thereof are found to be fair, adequate, and reasonable.

18 3. **Class Definition:** The following class is conditionally certified for settlement
19 purposes only: All non-exempt employees employed by Defendant in California, at any time
20 between December 30, 2016 through June 1, 2023 ("Class Period").

21 4. **Class Representative.** For purposes of the Settlement only, the Court preliminarily
22 finds and determines that Plaintiff will fairly and adequately represent the interests of the Settlement
23 Class in enforcing their rights in the action and appoints her as Class-PAGA Representative of both
24 the Class Members and Aggrieved Employees. The Court preliminarily finds that she is similarly
25 situated to the unnamed Settlement Class Members and therefore typical of the Settlement Class,
26 and that she will continue to be an adequate Class-PAGA Representative. The Court preliminarily
27 approves the payment of \$5,000 as a Class Representative Service Payment to Plaintiff, with
28 payment coming out of the Gross Settlement Fund.

1 5. **Class Counsel.** The Court preliminary finds that Robert W. Skripko, Jr. of Law
2 Office of Robert W. Skripko, Jr., PC, along with Paul J. Denis and Ethan E. Rasi, of Denis & Rasi,
3 PC, have, and will continue to, diligently prosecute this Lawsuit, and will effectively represent the
4 interest of the Settlement Class in the Lawsuit, in general, and this Settlement, in particular. The
5 Court authorizes Class- PAGA Counsel to enter into the Settlement on behalf of the Class-PAGA
6 Representative and Settlement Class, and to bind them all to the duties and obligations contained
7 therein, subject to final approval by the Court of the Settlement. The Court preliminarily approves
8 the application for payment to Class-PAGA Counsel of reasonable attorneys' fees of up to one-third
9 of the Gross Settlement Fund and reasonable costs and expenses, with payment coming out of the
10 Gross Settlement Fund.

11 6. **Administration.** Phoenix Class Action Administration Solutions Inc. ("Phoenix") is
12 appointed to act as the Administrator pursuant to the terms of the Settlement Agreement, under the
13 supervision of Class-PAGA Counsel, in accordance with the Settlement Agreement. Phoenix is
14 ordered to carry out the Settlement according to the terms of the Settlement Agreement and in
15 conformity with this Order, including disseminating the Notice, and processing the Settlement, in
16 accordance with the Settlement Agreement. Based upon the cost estimate submitted by Phoenix,
17 the Court preliminarily approves administration costs in the amount of \$9,250 to be deducted from
18 the Gross Settlement Amount.

19 7. **Class Notice.** The Parties' proposed notice plan is hereby approved as the best notice
20 practicable. The proposed Notice of Class-PAGA Action Settlement, attached hereto as Exhibit "A"
21 (the "Notice"), is sufficient to inform the Class Members and Aggrieved Employees of the terms of
22 the Settlement Agreement, their rights to receive monetary payments under the Settlement
23 Agreement, their right to exclude themselves from the Settlement and their right to lodge objections
24 to the Settlement. The Court finds the notice requirements of Rules of Court, rules 3.766(d) and
25 3.769(f) are satisfied, and that the Class Notice adequately advises Class Members and Aggrieved
26 Employees of their rights under the Settlement. Counsel for the Parties are authorized to correct any
27 typographical errors that may be discovered in the Class Notice and make clarification, to the extent
28 some are found or needed, so long as the corrections do not materially alter the substance of the

1 Notice.

2 8. The form and content of the proposed Notice is hereby approved.

3 9. The Parties and Administrator may amend the Notice as necessary to add dates,
4 correct errors, and improve the information provided to Settlement Class Members.

5 10. Defendants are hereby ordered to provide to the Administrator a list of all Settlement
6 Class Members (the "Class List") in accordance with the Class-PAGA Action Settlement
7 Agreement. This Class List shall identify the name, social security number, as well as the last known
8 home address, telephone number, and email address, the number of Workweeks worked by the Class
9 Member during the Class Period and, where applicable, number of Pay Periods worked by the Class
10 Member during the PAGA Period. (collectively, the "Class Data").

11 11. The Court finds that the provision of the foregoing information by Westside to the
12 Administrator is necessary so that reasonable notice can be given to the class, as required by state
13 and federal constitutional provisions and due process, and so the Administrator can verify
14 membership in the Settlement Class. The Court further finds and orders that compliance with this
15 Order by Westside will not and does not violate any federal, state, or local constitution, statute, rule,
16 regulation, or policy purporting to limit the disclosure of personally identifiable information.

17 12. Within the time prescribed in the Settlement Agreement, the Administrator shall mail
18 the Notice by First-Class United States mail, postage prepaid, to the last known address of each
19 Settlement Class Member, or, in the case of Settlement Class Members known to be deceased, to the
20 legal representative of the estate. Prior to mailing, the Administrator will perform a search based on
21 the National Change of Address Database for information to update and correct any known or
22 identifiable address changes. It will be conclusively presumed that the Class Member received the
23 Notice if the Notice has not been returned within 30 days of mailing. If a new address is obtained by
24 way for said Settlement Class Member, then the Administrator will promptly forward the original
25 Notice to the updated address via first-class regular U.S. mail, indicating on the original packet the
26 date of such re-mailing within 3 business days of receipt (the "Second Mailing"). If a Notice is
27 returned without a forwarding address, the Administrator shall endeavor to obtain an updated
28 mailing address by performing a skip trace. If the Notice is returned without a forwarding address

1 and the Class Member is currently employed by Defendant, the Administrator shall contact the Class
2 Member directly to obtain an updated mailing address.

3 13. **Workweek – Pay Period Disclosure:** Each Notice will list the total workweeks
4 worked by the individual Class Member during the Class Period and, where applicable, Pay Periods
5 worked by the Aggrieved Employee during the PAGA Period. To the extent a Class Member
6 disputes the information listed on his or her Notice, the Class Member may produce evidence to the
7 Administrator showing the number of weeks and/or pay periods the Class Member contends to have
8 worked during the Class/PAGA Periods. If there is a dispute, the Administrator will consult with the
9 Parties to determine whether an adjustment is warranted. The Administrator shall determine the
10 eligibility for, and the amounts of, any Individual Class Payments and, where applicable, the
11 Individual PAGA Payments, under the terms of the Settlement Agreement. In the absence of any
12 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA
13 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class
14 Data and PAGA Data. Absent good cause found by the Court, the Administrator's determination of
15 each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable
16 or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
17 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
18 and the Administrator's determination to the challenges.

19 14. **Exclusion From The Settlement.** Any Settlement Class Member may opt out from
20 the Settlement Class by submitting a written request for exclusion. Any such request must be made
21 in accordance with the terms set forth in the Notice and will be timely only if postmarked no later
22 than 60 days after the date of mailing of the Notice by the Administrator or 14 calendar days from
23 the date the Notice was re-mailed to respond, whichever is later, or if otherwise agreed by the Parties,
24 by and through Class-PAGA Counsel and Defense Counsel, in writing. An Aggrieved Employee
25 may not opt-out of the settlement of the Private Attorneys General Act claim. All members of the
26 Settlement Class who do not submit a timely, valid Request for Exclusion, however, will be bound
27 by the Agreement and the Judgment.

28 15. **Objections To The Settlement.** Any Settlement Class Member wishing to object to

1 the approval of the Settlement shall inform the Administrator in writing of his or her intent to object
2 by following the procedure set forth in the Notice no more than 60 calendar days after the date of
3 mailing of the Notice by the Administrator, or, in the event of a Second Mailing, 14 days after the
4 re-mailing, whichever is later, or such number of days as the Court shall specify, before the date of
5 the Final Fairness and Approval Hearing. The objection must state the name and case number of this
6 matter, the objecting Settlement Class Member's name, address, and telephone number, and all
7 arguments, citations, and evidence supporting the objection. The objection shall also include: 1)
8 whether the objector intends to appear at the hearing, with or without counsel; 2) the name and case
9 number of any other proposed class action settlement to which the objecting Settlement Class
10 Member submitted an objection; and 3) whether such objection was submitted on the objecting
11 Settlement Class Member's behalf or on behalf of a represented third party. By submitting such
12 objection, the objecting Settlement Class Member will be deemed to have opted into the settlement
13 and will be a Participating Settlement Class Member.

14 16. All objections and/or requests for exclusion must be post-marked in accordance with
15 the Settlement Agreement.

16 17. All reasonable expenses incurred in identifying and notifying Settlement Class
17 Members, as well as administering the Settlement, shall be paid in accordance with the terms set
18 forth in the Settlement Agreement.

19 18. The Court preliminarily approves Section 5 of the Settlement Agreement in which
20 the Released Parties are released from the Released Claims (as that term is defined in Section 6,
21 paragraph 6.1 of the Settlement Agreement) by Plaintiff and all Participating Settlement Class
22 Members. Further, the Court preliminarily approves Section 6 of the Settlement Agreement in which
23 the Released Parties are released from the Released PAGA Claims (as that term is defined in Section
24 6, paragraph 6.2 of the Settlement Agreement) by Plaintiff and all Aggrieved Employees.

25 19. Neither the Agreement or any of its terms or provisions, nor any of the negotiations
26 or proceedings connected with the Settlement, whether or not consummated, shall be construed as
27 an admission or concession of any kind by any of the Parties. Neither the Agreement or any of its
28 terms or provisions, nor any of the negotiations or proceedings connected with the Settlement, may

1 be offered against any of the Parties as evidence of, or construed as or deemed to be evidence of,
2 any presumption, concession or admission by any of the Parties regarding any issue whatsoever
3 including: (i) whether it was appropriate for class certification; (ii) the validity of any allegation or
4 claim that was, could have been or will be asserted against Defendant; (iii) liability, negligence,
5 fault, or wrongdoing of any kind; and (iv) the existence or scope of any damages.

6 20. The Court retains exclusive and continuing jurisdiction over the Parties and the
7 Settlement Class Members to consider all further motions and applications arising out of, or
8 connected with, the Settlement Agreement or related settlement matters. The Court may approve
9 the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without
10 further notice to the Settlement Class. The Court shall also retain jurisdiction with respect to the
11 implementation and enforcement of the terms of the Settlement Agreement, and all Parties hereto
12 submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement
13 embodied in the Settlement Agreement.

14 21. All Participating Class Members shall be bound by all determinations and judgments
15 of the Court in the Action concerning the Settlement and related matters, whether favorable or
16 unfavorable to the Settlement Class.

17 22. All proceedings in this action shall be stayed until further order of the Court, except
18 for proceedings that may be necessary to implement this Preliminary Approval Order, the
19 Agreement, its Exhibits, or to comply with or effectuate the terms and conditions of the Agreement.

20 23. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
21 connection with the administration of the Settlement that are not materially inconsistent with either
22 this Order or the terms of the Settlement Agreement.

23 24. The Court will conduct a Final Fairness Hearing on June 5, 2024, at
24 10:00 a.m. to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and
25 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to
26 Class-PAGA Counsel; (3) the amount of Service Award to the Class Representative; (4) the amount
27 of fees to be awarded to Phoenix in consideration of their administration of the Settlement; and (5)
28 the PAGA Payment from which 75% is allocated to the Labor Workforce Development Agency and

25% to the Aggrieved Employees.

25. Briefs/Motion in Support of Final Approval of the Settlement shall be filed in accordance with C.C.P. §1005.

26. The Court reserves the right to continue the date of the Final Fairness Hearing without further notice to Settlement Class Members.

27. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

28. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the settlement.

29. The Court hereby further Orders:_____

_____.

01/22/2024

Dated: January ___, 2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

By: _____ Lawrence P. Riff / Judge

HON. LAWRENCE P. RIFF
Judge of the Superior Court