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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET

SILVIA OSUNA, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General; ASHLEY LOPEZ, individually and
on behalf of others similarly situated, and as
an aggrieved employee and Private Attorney
General,,

Plaintiffs,

vs.

M. PERNECKY MANAGEMENT CORP.,
a California corporation d/b/a McDonald's;
MICHAEL EMMETT PERNECKY, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV19885

*Assigned for All Purposes to: Hon. Stuart M.
Rice, Department 1*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: November 19, 2025
Hearing Time: 8:30 A.M.
Department: 1

Complaint Filed: March 26, 2021
Jury Trial Date: None Set

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[PROPOSED] ORDER

The Motion of Plaintiffs SILVIA OSUNA and ASHLEY LOPEZ (“Plaintiffs”) for Preliminary Approval of Joint Stipulation of Class Action Settlement (“Motion”) came regularly for hearing before this Court on November 19, 2025, at 8:30 a.m. in the above-titled Court. The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”) attached as **Exhibit 2** to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Joint Stipulation of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement Agreement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

“All current and former hourly paid or non-exempt employees employed by M. Pernecky Management Corp. and Michael Emmett Pernecky within the state of California at any time from May 26, 2017, and February 28, 2025.”

2. For purposes of the Settlement Agreement only, the Court designates Plaintiffs Silvia Osuna and Ashley Lopez as the Class Representatives and designates Protection Law Group, LLP, Proxy Law Firm, LLP, and Kyle Todd, P.C., as Class Counsel.

3. The Court designates Phoenix Settlement Administration Solutions as the third-party Settlement Administrator.

4. The Parties are ordered to implement the Settlement Agreement according to the terms of the Settlement Agreement.

5. The Court approves, as to form and content, the Court Approved Notice of

1 Proposed Class Action Settlement (“Class Notice”) attached as **Exhibit A** to the Settlement
2 Agreement.

3 6. The Court finds that the form of notice to the Class regarding the pendency of the
4 Action and of the Settlement Agreement, the dates selected for mailing and distribution, and the
5 methods of giving notice to members of the Class, satisfy the requirements of due process,
6 constitute the best notice practicable under the circumstances, and constitute valid, due, and
7 sufficient notice to all members of the Class. The form and method of giving notice complies
8 fully with the requirements of California Code of Civil Procedure § 382, California Civil Code §
9 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States
10 Constitutions, and other applicable law.

11 7. The Court further approves the procedures for Class Members to opt-out of or
12 object to the Settlement Agreement, as set forth in the Class Notice and the Settlement Agreement.
13 The procedures and requirements for filing objections in connection with the final fairness hearing
14 are intended to ensure the efficient administration of justice and the orderly presentation of any
15 Class Member’s objection to the Settlement Agreement, in accordance with the due process rights
16 of all Class Members.

17 8. The Court directs the Settlement Administrator to mail the Class Notice to the
18 members of the Class in accordance with the terms of the Settlement Agreement.

19 9. The Class Notice shall provide Forty-Five (45) calendar days’ notice (plus an
20 additional Fifteen (15) calendar days for Class Members whose Class Notice is re-mailed) for
21 Class Members to submit disputes, opt-out of, or object to the Settlement Agreement.

22 10. The hearing on Plaintiff’s Motion for Final Approval of Settlement Agreement on
23 the question of whether the Settlement Agreement should be finally approved as fair, reasonable,
24 and adequate is scheduled in Department 1 of this Court, located at 312 N. Spring Street, Los
25 Angeles, California 90012, on _____, 2025, at _____ a.m. / p.m.

26 11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
27 Agreement should be approved as fair, reasonable, and adequate for the Class; (b) whether a
28 judgment granting final approval of the Settlement Agreement should be entered; and (c) whether

Plaintiffs' application for class representative incentive awards, the settlement administration costs, and Class Counsel's attorney's fees and costs, should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiffs application for Class Representative Incentive Awards, Settlement Administration Costs, Class Counsel's Attorneys' Fees and Costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide class contact information to the Settlement Administrator no later than:	December 10, 2025 [21 calendar days following preliminary approval]
Settlement Administrator to mail the Class Notice to the Class Members no later than:	December 17, 2025 [7 calendar days following provision of contact information]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement Agreement:	January 31, 2026 [45 days after mailing of the Class Notice]
Deadline for Plaintiff to file Motion for Final Approval of Joint Stipulation of Class Action Settlement:	February 18, 2026 [16 court days before Motion for Final Approval Hearing Date]
Hearing on Motion for Final Approval of Joint Stipulation of Class Action Settlement:	March 12, 2026 at 10:30 a.m. in Department 1

14. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed. To facilitate administration of the Settlement Agreement

1 pending final approval, the Court hereby enjoins Plaintiff and all members of the Class from filing
2 or prosecuting any claims, or suits regarding claims released by the Settlement Agreement, unless
3 and until such Class Members have filed valid Requests for Exclusion with the Settlement
4 Administrator.

5 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
6 in connection with the administration of the Settlement Agreement which are not materially
7 inconsistent with either this Order or the terms of the Settlement Agreement.

8 **IT IS SO ORDERED.**

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10 DATED:

11 By: HON. STUART M. RICE
12 JUDGE OF THE SUPERIOR COURT
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