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and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

GABRIEL GOMEZ, an individual, on behalf
of the State of California, as a private attorney
general; BARON QUIROS, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFFS,

v.

WAHID OF PENNSYLVANIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CV2200078

[Case Assigned for All Purposes to Dept. 4]

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

Date: April 26, 2023

Time: 10:30 A.M.

Dept.: 4

Complaint Filed: November 3, 2021

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 April 26, 2023. The Court, having considered the papers submitted in support of the motion of
3 the parties, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the proposed settlement based upon the
5 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
6 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court
7 finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the
8 Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full
9 hearing regarding final approval of the Agreement.

10 1. Class” means all non-management employees of Wahid of Pennsylvania LLC, in
11 the State of California who worked one or more pay periods during the Class Settlement Period.

12 2. The “Class Settlement Period” is November 1, 2020 through October 14, 2022.

13 3. “Aggrieved Employee” or “PAGA Member” means all non-management
14 employees of Wahid of Pennsylvania LLC, in the State of California who worked one or more pay
15 periods during the PAGA Settlement Period.

16 4. The “PAGA Period” means the period from November 3, 2020 through October
17 14, 2022.

18 5. The Settlement falls within the range of reasonableness and appears to be
19 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
20 and final approval by this Court.

21 6. The Court makes the following preliminary findings for settlement purposes
22 only:

- 23 A. The Class, which consists of approximately 81 persons, is so numerous
24 that joinder of all members is impracticable;
- 25 B. There appear to be questions of law or fact common to the Class for
26 purposes of determining whether this Settlement should be approved;
- 27 C. Class Representative Baron Quiros’ claims appear to be typical of the
28 claims being resolved through the proposed settlement;
- D. Class Representative Baron Quiros appears to be capable of fairly and
adequately protecting the interests of the Class Members in connection
with the proposed settlement;

1 E. Common questions of law and fact appear to predominate over questions
2 affecting only individual persons in the Class. Accordingly, the Class
appears to be sufficiently cohesive to warrant settlement by representation;
and

3 F. Certification of the Class appears to be superior to other available methods
4 for the fair and efficient resolution of the claims of the Class.

5 7. The Court approves, as to form and content, the Notice to Class Members in
6 substantially the form attached to the Agreement as Exhibits A (Class Notice).

7 8. The Court approves the procedure for Class Members to object to the Settlement as
8 set forth in the Class Notice to Class Members.

9 9. The Court approves the procedure for Class Members to become Participating Class
10 Members as set forth in the Notice to Class Members.

11 10. The Court directs the mailing of the Notice to Class Members by first class mail to
12 the Class Members in accordance with the Implementation Schedule set forth below. The Court
13 finds that the dates selected for the mailing and distribution of the Notice, as set forth in the
14 Implementation Schedule, meet the requirements of due process and provide the best notice
15 practicable under the circumstances and shall constitute due and sufficient notice to all persons
16 entitled thereto.

17 11. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

18 12. The Court confirms named Plaintiffs Baron Quiros and Gabriel Gomez in the
19 operative complaint in the Action as the Class Representative and PAGA Representative,
20 respectively.

21 13. The Court approves Phoenix Class Action Administration Solutions as the
22 Administrator.

23 14. The Court orders that pursuant to the California Private Attorneys General Act,
24 Labor Code §§ 2698, *et seq.* (“PAGA”), statutory notice of this Settlement has been and will
25 continue to be given to the Labor & Workforce Development Agency.

26 15. The Court orders the following Implementation Schedule for further proceedings:
27
28

a.	Preliminary Approval	_____
b.	Deadline for Defendant to Provide Class Data to Administrator	20 business days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Opt-Out	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On March 29, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

BOUTIN JONES INC. Bruce M. Timm btimm@boutinjones.com 555 Capitol Mall, Suite 1500 Sacramento, CA 95814 <i>Attorneys for Defendant</i>	ABRAMSON LABOR GROUP William Zev Abramson Wza@abramsonlabor.com 3580 Wilshire Blvd., Ste 1260 Los Angeles, CA 90010-2513 <i>Attorneys for Plaintiff</i>
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☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC SERVICE)** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing("EF") System (<https://dir.tfaforms.net/308>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 29, 2023, at Encino, California.



Michelle Tanzer