

WILSHIRE LAW FIRM, PLC

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

MARIA MONTIEL, individually, and on behalf
of all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

L.A. PILLOW & FIBER, INC., a California
corporation; AFFLUENT STAFFING, LLC, a
California limited liability corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV43681

CLASS AND PAGA ACTION

*[Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6]*

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 31, 2025

Time: 10:00 a.m.

Dept: 6

Complaint filed: November 30, 2021

FAC filed: December 7, 2023

SAC filed: October 10, 2024

Trial date: Not set

1 The Court has before it Plaintiff Maria Montiel's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA
4 Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff Maria Montiel and Defendant
10 L.A. Pillow & Fiber, Inc. ("L.A. Pillow" or "Defendant"), attached to the Declaration of Justin
11 F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action
12 Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$245,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency for
19 its share of the settlement of claims for penalties under the Private Attorneys General Act, with
20 75% of which (\$7,500.00) will be paid to the LWDA and 25% (\$2,500.00) will be paid to
21 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00
22 for Plaintiff Maria Montiel; (d) Class Counsel's attorneys' fees, not to exceed 35% of the Gross
23 Settlement Amount (\$85,750.00), and up to \$17,500.00 in costs for actual litigation expenses
24 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$11,000.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and the class representative's enhancement award should be
13 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all non-exempt employees who were placed by Affluent Staffing,
17 LLC to work at Defendant, in the state of California, and worked at any time during the Class
18 Period."

19 6. "Class Period" means the period from November 30, 2017 to March 31, 2023.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Maria Montiel. The Court further preliminarily approves Plaintiff's ability to request
2 an incentive award up to \$10,000.00.

3 9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Alan
4 Wilcox, and Bradford Smith of Wilshire Law Firm, PLC as Class Counsel. The Court further
5 preliminarily approves Class Counsel's ability to request attorneys' fees of up to 35% of the
6 Total Settlement Amount (\$85,750.00), and costs not to exceed \$17,500.00.

7 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
8 reasonable administration costs estimated not to exceed \$11,000.00.

9 11. The Court approves, as to form and content the Class Notice, attached to the
10 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
11 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
12 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
13 thereto.

14 12. The parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 13. Any class member who does not timely and validly request exclusion from the
17 settlement may object to the Settlement Agreement.

18 14. The Court orders the following Implementation Schedule:

20 Defendant to provide Class List to the	August 21, 2025
21 Settlement Administrator	
22 Settlement Administrator to mail the Notice	September 4, 2025
23 Packets	
24 Deadline to File Motion for Final Approval	October 3, 2025
25 Deadline to Provide Objections, Opt-Out	November 4, 2025
26 and/or Dispute Workweeks	
27 Deadline to File Administrator Declaration	November 21, 2025

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Elihu M. Berle
Los Angeles County Superior Court

PROOF OF SERVICE

Montiel v. L.A. Pillow & Fiber, Inc., et al.
21STCV43681

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Coley Hayes, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is coley.hayes@wilshirelawfirm.com.

On August 6, 2025, I served the foregoing **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Lauren Jean Katunich (SBN 227599)
lkatunich@raineslaw.com
Matthew Pate (SBN 317136)
mpate@raineslaw.com
Dora Melendez
dmelendez@raineslaw.com
RAINES FELDMAN LITRELL LLP
1800 Avenue of the Stars, Suite 1200
Los Angeles, CA 90067-4200
Telephone: (310) 730-4387
Facsimile: (310) 860-2624

Potential Attorneys for Defendant
L.A. Pillow & Fiber, Inc.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

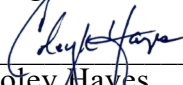
FRANK BARRA
13132 Garden Grove Ste A, A
Garden Grove, CA 92843

Agent for Service of Process for Affluent Staffing, LLC

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

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

Executed on August 6, 2025, at Los Angeles, California.



Coley Hayes