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

GABRIELA GUEVARA, on behalf of
herself and all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

AGUILASMORALES, INC.; and DOES 2-
100,

Defendants.

Case No. 21STCV47592

[Related to Case No. 22STCV08424]

**[PROPOSED] ORDER GRANTING
PLAINTIFF GABRIELA GUEVARA’S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: December 13, 2023
Time: 10:30 a.m.

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Gabriela Guevara has applied to this Court for an
4 order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation
5 and Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto,
6 sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms
7 and conditions set forth therein. The Court has read and considered the Memorandum of Points
8 and Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
9 Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval
10 Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court
11 adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
21 Plaintiff and her Counsel have fairly and adequately represented and protected the interests of the
22 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
23 is superior to other available methods for the fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
26 light of the factual, legal, practical, and procedural considerations raised by this case.

27 4. Plaintiff does not have any conflicts that would preclude her from serving as Class
28 Representative, and her appointment comports with the requirements of due process.

1 5. Class Counsel does not have any conflicts that would preclude them from acting as
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
3 requirements of due process.

4 6. The notice of proposed class action settlement attached as Exhibit A hereto
5 complies with due process because the notice of proposed class action settlement is reasonably
6 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
7 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,
8 exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for
9 class notice and settlement administration is the best notice practicable under the circumstances.

10 **III. ORDER**

11 The Court having considered the papers submitted in support of the motion for preliminary
12 approval, HEREBY ORDERS THE FOLLOWING:

13 1. The Court finds on a preliminary basis that the provisions of the Agreement are
14 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15 2. The following Class is conditionally certified for purposes of settlement only: "All
16 individuals who worked for Defendant AguilasMorales, Inc. as non-exempt hourly employees in
17 California at any time during the Class Period." The Class Period is December 30, 2017 through
18 September 19, 2023.

19 3. The Agreement provides for the following release as to Participating Class
20 Members,¹ which is hereby approved conditionally: "Class Members who do not opt out of the
21 settlement will release any and all claims, debts, liabilities, demands, obligations, penalties,
22 guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind
23 or nature, whether known or unknown, contingent or accrued, that are alleged or could have been
24 alleged during the Class Period based upon a reasonable interpretation of the facts alleged in the
25 Class Action against Defendant. The release as to these claims will be deemed effective when
26 Defendant funds the settlement."

27
28 ¹ A Participating Class Members is a Class Member who does not submit a valid and timely Request
for Exclusion from the Settlement .

1 4. This settlement also releases claims under the Private Attorneys General Act of
2 2004 (“PAGA”). These claims are asserted on behalf of Aggrieved Employees defined as: “All
3 individuals who worked for Defendant AguilasMorales, Inc. as non-exempt hourly employees in
4 California during the PAGA Period.” The PAGA Period is December 28, 2020 through September
5 19, 2023. Aggrieved Employees may not request to be excluded from the PAGA portion of the
6 settlement, including the Released PAGA Claims. All Aggrieved Employees will receive a portion
7 of the PAGA Payment.

8 5. The Agreement provides for the following release as to Aggrieved Employees,
9 which is hereby approved conditionally: “Aggrieved Employees, regardless of whether they
10 requested exclusion from/opted-out of the Class Settlement, will release any and all claims for
11 civil penalties under the California Labor Code and the Private Attorneys General Act predicated
12 upon the Labor Code violations asserted, as well as any potential penalties, interest or attorneys’
13 fees associated with those violations under California law, to the extent such claims are predicated
14 on claims made or that could have been made during the PAGA Period based on the facts and
15 circumstances alleged in the PAGA Action and Plaintiff’s notice to the LWDA against Defendant.
16 Aggrieved Employees will release the Released PAGA Claims even if they opted-out/requested
17 exclusion from the Class Settlement. The release as to these claims will be deemed effective when
18 Defendant funds the settlement.”

19 6. The settlement appears to be fair, adequate and reasonable to the Class. The
20 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
21 only to any objections that may be raised at the final approval hearing and final approval by this
22 Court.

23 7. Plaintiff Gabriela Guevara is conditionally approved as the Class Representative
24 for the Class.

25 8. The Court acknowledges the request for an incentive payment of \$7,500 to Plaintiff,
26 Gabriela Guevara for her service as class representative which will be decided at the time of Final
27 Approval.

28 9. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

1 10. The proposed awards of up to \$116,666.66 in attorneys' fees and up to \$20,000 in
2 actual costs payable to Class Counsel are conditionally approved.

3 11. A final approval hearing on the question of whether the settlement, attorneys' fees
4 and costs to Class Counsel, and the Service Payment Award should be finally approved as fair,
5 reasonable and adequate as to Class Members is scheduled in Department 1 on the date and time
6 set forth in the Implementation Schedule below.

7 12. The Court confirms Apex Class Action LLC as the Settlement Administrator.

8 13. The proposed payment of up to \$10,000 in costs to Apex Class Action LLC for its
9 services as the Settlement Administrator is conditionally approved.

10 14. The Court also hereby conditionally approves and orders payment from the Gross
11 Settlement Fund of the PAGA Payment of \$20,000 (75% of which shall be paid to the Labor and
12 Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved
13 Employees).

14 15. The Court approves, as to form and content, the Court Approved Notice of Class
15 Action Settlement and Hearing Date for Final Court Approval in substantially the form attached
16 as Exhibit A hereto. The Court approves the procedure for Class Members to participate in, to opt
17 out of, and to object to, the settlement as set forth in the notice.

18 16. The Court directs the mailing of the notice of class action settlement by first class
19 mail to Class Members in English and Spanish languages in accordance with the Implementation
20 Schedule below. The Court finds the dates selected for the mailing and distribution of the notice,
21 as set forth in the Implementation Schedule, meet the requirements of due process and provide the
22 best notice practicable under the circumstances and shall constitute due and sufficient notice to all
23 persons entitled thereto.

24 **IV. IMPLEMENTATION SCHEDULE**

25 The Court orders the following Implementation Schedule for further proceedings:

27 28	Deadline for Defendant to submit Class Data to Settlement Administrator:	January 4, 2024 [15 business days of entry of this Order]
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1		
2	Deadline for Settlement Administrator to	January 16, 2024
3	Mail Class Notices to Class Members	[10 calendar days after receipt of the Class Data]
4		
5	Deadline for Settlement Administrator to	January 16, 2024
6	Set Up Settlement Website	
7	Deadline for Class Members to Postmark	March 1, 2024
8	Requests for Exclusion, Objections, or	[45 calendar days after mailing of Notice to
9	Disputes (“Response Deadline”)	Class Members]
10	Deadline for Class Members with Re-	March 16, 2024
11	Mailed Class Notices to Postmark Requests	[15 calendar days after Response Deadline]
12	for Exclusion, Objections, or Disputes	
13	Deadline for Class Counsel to file a Motion	April 8, 2024
14	for Final Approval	[16 court days before Final Approval Hearing]
15	Deadline to Provide the Court with the	April 8, 2024
16	Settlement Administrator’s Declaration	[16 court days before Final Approval Hearing]
17	Outlining Requests for Exclusion,	
18	Objections, and Disputes	
19	Final Approval Hearing and Final Approval	April 30, 2024, at 10:30 a.m.
20		

IT IS SO ORDERED.

Dated: _____, 2023

By _____
Honorable Stuart M. Rice
Los Angeles Superior Court Judge