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Superior Court of California
County of Los Angeles

12/06/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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

Irene Gomez, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Purple Heart Compassion, Inc., a California
Corporation; **Alik Eliasian**, an individual, **Steve**
Pineda, an individual; and **Does 1-100**;

Defendants.

CASE NO. 22STCV04548

[Assigned to Honorable William F. Highberger,
Department 10]

CLASS ACTION

~~**[PROPOSED]**~~ **ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: December 6, 2022

Time: 9:00 a.m.

Dept.: 10

1 This matter came on for hearing on December 6, 2022 upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of
3 Settlement and Release of Class Action (the “Settlement” or “Stipulation”). Having considered
4 the Settlement, all papers and proceedings held herein, and having reviewed the entire record in
5 this action, Case No. 22STCV04548, entitled *Irene Gomez v. Purple Heart Compassion, Inc., et al.*
6 (the “Action”), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Irene Gomez (“Plaintiff”) has alleged claims against Defendants
8 Purple Heart Compassion, Inc., Alik Eliasian, and Steve Pineda (“Defendants”) on behalf of herself
9 and on behalf of others similarly situated, comprising: “all persons who worked at least one 3.5-hour
10 shift as a non-exempt employee for Defendants in the State of California from February 4, 2018 to
11 September 15, 2022 (“Class Members”); and

12 WHEREAS, Plaintiff asserts claims in the Action against Defendants for (1) failure to pay
13 minimum wage for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal
14 periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business expenses; (6)
15 failure to provide and maintain accurate records; (7) failure to timely pay wages during employment;
16 (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private
17 Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful
18 Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “Action”).

19 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
20 alleged in this Action, and further deny any liability whatsoever to Plaintiffs or to the Class
21 Members; and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Defendants
23 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
26 re: Class Action Settlement on or about August 2, 2022, which provides for final resolution of the
27 claims asserted in the Action against Defendants on the terms and conditions set forth in the
28 Stipulation, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
6 the Class.

7 3. The Class is defined as follows: “all persons who worked at least one 3.5-hour shift
8 as a non-exempt employee for Defendants in the State of California from February 4, 2018 to
9 September 15, 2022.”

10 4. The Aggrieved Employees are “all persons who worked at least one 3.5-hour shift as
11 a non-exempt employee for Defendants in the State of California from January 26, 2021 to
12 September 15, 2022.”

13 5. The Class is preliminary certified for settlement purposes.

14 6. The Court has determined that the intended notice to be given to the Class fully and
15 accurately informs all persons in the Class of all material elements of the proposed Settlement,
16 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
17 sufficient notice to all Class Members.

18 7. The Court hereby grants preliminary approval of the Settlement and Stipulation as
19 fair, reasonable, and adequate in all respects to the Class Members and orders the parties to
20 consummate the Settlement in accordance with the terms of the Stipulation.

21 8. The plan of distribution as set forth in the Stipulation providing for the distribution
22 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
23 reasonable, and adequate.

24 9. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
25 Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014, and
26 Xavier Villegas of Law Office of Xavier Villegas, 2390 Las Posas Road, C168, Camarillo, CA 93010.

27 10. The Court preliminarily approves the payment of attorneys’ fees in the amount of
28 \$95,000 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid

1 from the Maximum Settlement Amount.

2 11. The Court preliminarily approves the payment of incurred reasonable costs in an
3 amount not to exceed \$15,000 to Class Counsel, which shall be paid from the Maximum Settlement
4 Amount.

5 12. The Court preliminarily approves a payment in the amount of \$18,750 to the
6 California Labor & Workforce Development Agency, representing the State of California's portion
7 of civil penalties under PAGA (or 75% of \$25,000), which shall be paid from the Maximum
8 Settlement Amount.

9 13. The Court preliminarily approves the payment of incurred reasonable claims
10 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which
11 shall be paid from the Maximum Settlement Amount.

12 14. The Court preliminarily approves an enhancement award to the Class
13 Representative Irene Gomez in the amount of \$15,000 which amount shall be paid from the
14 Maximum Settlement Amount.

15 15. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
16 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
17 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
18 wrongdoing in this Action or in any other proceeding.

19 16. In the event that the Settlement does not become effective in accordance with the
20 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
21 the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such
22 event, all orders entered and releases delivered in connection herewith shall be null and void to the
23 extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights
24 to proceed with litigation of the Action.

25 17. The Court orders the following Implementation Schedule¹ for further proceedings:
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28 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall
be extended to the next business day, and will be as stated in this Implementation Schedule.

1	Deadline for Defendants to submit Class Member data to Settlement Administrator	<u>December 27, 2022</u> [20 calendar days following the Preliminary Approval Date]
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3	Deadline for Settlement Administrator to mail Notice to Class Members	<u>January 6, 2023</u> [10 calendar days following the Settlement Administrator's receipt of Class data]
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5	Deadline for Class Members to postmark Requests for Exclusion from Settlement	<u>February 6, 2023</u> [30 calendar days after the Settlement Administrator mails the Notice]
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7	Deadline for Class Members to submit objections to Settlement	<u>February 6, 2023</u> [30 calendar days after the Settlement Administrator mails the Notice]
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9	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
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11		
12	Final Settlement Approval Hearing	<u>April 13, 2023</u> , 2023 at <u>10:00 a.m.</u> a.m./p.m.
13		
14	Settlement Administrator to Provide Accounting of Funds	_____ [5 business days following the Effective Date of the Settlement]
15		
16	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement (\$285,000) to the Settlement Administrator	_____ [10 calendar days following receipt of the accounting]
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18		
19	Deadline for Settlement Administrator to distribute payments to (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send Participating Class Members their Individual Settlement Payments	_____ [10 business days following receipt by the Settlement Administrator of the Total Class Action Settlement Amount]
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25	Deadline for Settlement Administrator to file written certification with the Court re: mailing of Individual Settlement Payments	[50 calendar days following the distribution of the Maximum Settlement Amount]
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1 IT IS SO ORDERED, ADJUDGED, AND DECREED.
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DATED: 12/06/2022



Hon. William F. Highberger
Los Angeles County Superior Court Judge