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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALFREDO B. ZAPETA, individually and
on behalf of other persons similarly
situated and similarly aggrieved
employees,

Plaintiffs,

v.

ALL DAY SERVICE INC, an active
California Corporation; ADVANCED
DYNAMIC SOLUTIONS, INC., an
active California Corporation; HR
SERVICE GROUP, LLC, an active
Maryland Limited Liability Company; and
DOES 1 through 10,ADSI,

Defendants.

Case No.: 22STCV07872

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Elihu M. Berle
in Dept. SS-6]*

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

[FILED CONCURRENTLY WITH
NOTICE OF MOTION AND MOTION;
THE DECLARATION OF HAIK
HACOPIAN WITH EXHIBITS;
DECLARATION OF ZORIK
MOORADIAN; AND DECLARATION
OF ALFREDO B. ZAPETA]

Date: June 21, 2024

Time: 10:00 a.m.

Dept.: SS-6

1 On June 21, 2024, the Court considered the motion of Plaintiff Alfredo B. Zapeta for
2 preliminary approval of the Parties' proposed class action Settlement.

3 The Court having read and considered the papers on the motion submitted by Class
4 Counsel, having heard the presentation of Class Counsel and Defendants' counsel, having
5 reviewed all of the submissions presented with respect to the proposed Settlement, having
6 carefully considered the requirements for class certification, and having preliminarily
7 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
8 ADJUDGED, and DECREED that:

9 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant
10 to Cal. Rules of Court, rule 3.769;

11 2. The Settlement, as set forth in the Class Action and PAGA Settlement
12 Agreement ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the
13 best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set
14 forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The
15 Settlement Agreement, and every term and provision thereof, shall be deemed incorporated
16 herein as if explicitly set forth and shall have full force of an Order of this Court;

17 3. The Court finds that the notice plan set forth in the Settlement Agreement
18 constitutes the best notice practicable under the circumstances and shall constitute due and
19 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
20 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
21 California law and federal due process law;

22 4. The proposed Settlement Class is provisionally certified under Civ. Code §
23 382, with the Class consisting of:

24 All current and former non-exempt, hourly paid employees of
25 Defendants All Day Service, Inc., Advanced Dynamic Solutions, Inc.,
26 and HR Service Group, LLC, who were staffed at the following hotels
during the Class Period (the period from March 3, 2018 to May 8,
2023): Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood,
InterContinental Los Angeles Downtown, Viceroy Santa Monica.

5. Plaintiff Alfredo B. Zapeta is appointed as the Class Representative;

1 6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed
2 as Class Counsel for the class;

3 7. Phoenix Settlement Administrators is appointed as the third-party
4 administrator (“Settlement Administrator”);

5 8. The proposed settlement of Plaintiff’s Private Attorneys General Act (the
6 “PAGA”) claims is preliminarily approved;

7 9. The proposed Class Notice, attached as Exhibit A to the Settlement
8 Agreement, is approved and shall be disseminated according to the notice plan described in
9 the Settlement Agreement and substantially in the form submitted;

10 10. In conformity with the Class Notice, Settlement Class Members wishing to be
11 excluded from the Settlement Class must submit a written request for exclusion requesting
12 exclusion from the Settlement on or before the expiration of the opt out period (60 days after
13 the date that the Class Notice is mailed);

14 11. In conformity with the Class Notice, any Settlement Class Member who does
15 not opt out of the Settlement may object to the settlement, either personally or through an
16 attorney, orally at the Final Approval Hearing or by providing written notice that the
17 Settlement Class Member is objecting to the Settlement Administrator, which written notice
18 must be postmarked no later than 60 days after the date that the Class Notice is mailed;

19 12. A Final Approval Hearing will be held on _____,
20 to determine if the proposed settlement should be granted final approval. The Court will hear
21 all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff’s
22 request for a Class Representative Service Payment, Class Counsel’s request for Attorney’s
23 Fees, Class Counsel’s request for Costs, payment to the LWDA, and payment to the
24 Settlement Administrator. Any Settlement Class Member who complies with the procedures
25 and requirements specified in the Class Notice may appear at the Final Approval Hearing;

26 13. Class Counsel is to file and serve the Motion for Final Approval of Class
Action Settlement and for Awards of Class Representative Service Award, Attorneys’ Fees,
Costs, payment to the LWDA, and payment to the Settlement Administrator, by

1 _____; and

2 14. The Court shall retain jurisdiction necessary to effectuate this Order and
3 consider all further applications out of or in connection with the Settlement.

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Dated: _____

By: _____

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Honorable Elihu M. Berle
Judge of the Superior Court

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