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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JUSTINA BALDERRAMA, an individual,
on behalf of herself, the State of California,
as a private attorney general, and on behalf
of all others similarly situated,

Plaintiff,

v.

OMNI ENTERPRISES, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No. 30-2022-01256174-CU-OE-CXC

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

Date: March 20, 2025

Time: 2:00 P.M.

Dept: CX104

Judge: Hon. Melissa R. McCormick

Complaint Filed: April 22, 2022

First Amended Complaint Filed: July 19, 2022

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on March 20, 2025 at 2:00 p.m. in Department CX104, the Honorable Melissa R.
3 McCormick presiding. The Court having considered the papers submitted in support of the
4 application of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached herein as **Exhibit A**. All terms used herein shall have the same
8 meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement
9 Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily
10 approves the terms of the Settlement Agreement, including, without limitation:

- 11 a. A non-reversionary Gross Settlement Amount of **\$320,000.00**;
- 12 b. The Class Representative enhancement payment to the named Plaintiff of
13 **\$7,500.00**;
- 14 c. Court approved attorneys' fees to Class Counsel of up to **\$108,333.33**,
15 representing one-third of the Gross Settlement Amount;
- 16 d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- 17 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 18 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to
19 the California Labor & Workforce Development Agency for its portion of
20 the PAGA penalties.

21 2. This Court has considered the papers in support of the Motion and the Settlement
22 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified
23 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
24 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
25 requirements; (d) the claims of the Class Representative are typical of the claims of the proposed
26 Class Members; (e) Class Representative's counsel has and is able to adequately represent the
27 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
28 treatment of this dispute is superior to individual litigation because common issues predominate
over individual issues for settlement purposes.

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

4 4. A final fairness hearing on the question of whether the proposed Settlement,
5 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
6 should be finally approved as fair, reasonable and adequate as to the members of the Class is
7 scheduled on the date and time set forth in the implementation schedule in Paragraph 14 below.

8 5. This Court approves, as to form and content, the Notice of Proposed Class Action
9 Settlement and Hearing Date for Court Approval ("Class Notice"), attached herein as **Exhibit B**.
10 The Court approves the procedure for Class Members to participate in, to opt out of, and to object
11 to, the Settlement as set forth in the Settlement Agreement. The Court approves, as to form and
12 content, the Exclusion Form, attached herein as **Exhibit C**.

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

18 7. It is ordered that the Settlement Class is preliminarily certified for settlement
19 purposes only.

20 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
21 defined as follows: *all individuals who are or were employed by Defendant(s) as non-exempt*
22 *employees in California during the Class Period. See Settlement Agreement, at § 1.42. The Class*
23 *Period is defined as the period of time from April 22, 2018, through the earliest of 90 days after*
24 *the date of mediation or the date of preliminary approval of the settlement. See Settlement*
25 *Agreement, at § 1.10.*

26 9. The Court preliminarily approve for settlement purposes only the PAGA Settlement
27 Class defined as follows: *all individuals who are or were employed by Defendants as non-exempt*
28 *employees in California during the PAGA Period. See Settlement Agreement, at § 1.33. The PAGA*
Period is defined as the period from April 22, 2021, through the earliest of 90 days after the date

1 of mediation or the date of preliminary approval of the settlement. *See* Settlement Agreement, at §
2 1.31.

3 10. All Settlement Class members who do not timely opt out will release those claims
4 arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the
5 LWDA, which arose during the Class Period, including claims for: **(1)** failure to pay minimum
6 wage (Labor Code §§ 1194, 1194.2, 1197); **(2)** failure to pay overtime wages (Labor Code §§ 510);
7 **(3)** failure to provide rest periods and pay missed rest period premiums (Labor Code § 226.7; **(4)**
8 failure to provide meal periods and pay missed meal period premiums (Labor Code §§ 226.7 and
9 512) **(5)** failure to maintain accurate employment records (Labor Code § 1174); **(6)** failure to pay
10 wages timely during employment (Labor Code §§ 204 and 210) **(7)** failure to pay all wages earned
11 and unpaid at separation (Labor Code §§ 201-203); **(8)** failure to provide complete and accurate
12 wage statements (Labor Code § 226); **(9)** unfair business practices based on the foregoing
13 (Business & Professions Code § 17200 *et seq.*); and **(10)** PAGA civil penalties based on the
14 foregoing and **(11)** all claims for liquidated damages, penalties, interest, fees, costs based on the
15 foregoing.

16 11. The Court confirms Plaintiff Justina Balderrama as Class Representative, and
17 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

18 12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

19 13. To facilitate administration of the Settlement pending final approval, the Court
20 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
21 administrative proceedings (including filing claims with the Division of Labor Standards
22 Enforcement of the California Department of Industrial Relations) regarding claims released by
23 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with
24 the Settlement Administrator and the time for filing claims with the Settlement Administrator has
25 elapsed.

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

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to provide Class Counsel and Defense Counsel with Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	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 Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after January 25, 2025)	_____, 2025 at _____ a.m./p.m.

15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Melissa R. McCormick
Judge of the Superior Court, Orange County