

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jaclyn Joyce (State Bar #285124)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

shani@zakaylaw.com

jaclyn@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

jlapuyade@jcl-lawfirm.com

LAWYERS *for* JUSTICE, P.C.

Edwin Aiwarzian (State Bar #232943)

Joanna Ghosh (State Bar #272479)

Ryan Slinger (State Bar #351297)

410 West Arden Avenue, Suite 203

Glendale, CA 91203

T: (818) 265-1020

F: (818) 265-1021

edwin@calljustice.com

joanna@calljustice.com

ryan@calljustice.com

Attorneys for Plaintiff RIGOBERTO ROJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21995

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

Date: February 11, 2025

Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle

Dept.: 6

1 This matter came before the Honorable Judge Elihu M. Berle of the Superior Court of the State
2 of California, in and for the County of Los Angeles, at 10:00 a.m. on February 11, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff RIGOBERTO ROJAS (“Plaintiff”), and Jeff Gillette, Esq. and Kathleen
5 Carter, Esq. of Messner Reeves, LLP, appearing for Defendant WEINGART CENTER
6 ASSOCIATION, a California corporation (hereinafter “Defendant”). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the
12 Declaration of Ryan Slinger as **Exhibit “1”**. This is based on the Court’s determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the Settlement Agreement, the Gross Settlement Amount that Defendant shall
18 pay is Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00). It appears to the Court on a
19 preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class
20 Members when balanced against the probable outcome of further litigation relating to certification,
21 liability, and damages issues. It further appears that investigation and research have been conducted
22 such that counsel for the Parties are able to reasonably evaluate their respective positions. It further
23 appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It
25 further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive
26 arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks Attorneys' Fees in the amount of up-to one-third of the Gross Settlement
6 Amount for attorneys' fees, currently estimated at Two Hundred and Thirty-Three Thousand, Three
7 Hundred and Ten Dollars and Zero Cents (\$233,310.00), plus Attorneys' Litigation Costs of up to
8 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and proposed Class Representative
9 Payment to the Class Representative, Rigoberto Rojas, in an amount of not more than Seven Thousand,
10 Five Hundred Dollars and Zero Cents (\$7,500). While these awards appear to be within the range of
11 reasonableness, the Court will not approve the Attorneys' Fees and Litigation Costs or the Class
12 Representative Payment until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "All individuals employed by Defendant in California in a non-exempt
18 position at any time during the period from July 7, 2018 to July 22, 2024."

19 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
20 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
21 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
22 common questions of law and fact predominate, and there is a well-defined community of interest
23 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
24 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
25 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
26 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
27 to act as counsel for the Class Representative in her individual capacity and as the representative of the
28 Class Members.

1 8. The Court provisionally appoints plaintiff MIRANDA LOPEZ as the representative of
2 the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 APC, Shani Zakay, of the Zakay Law Group, APLC, and Edwin Aiwarzian of Lawyers for Justice, P.C.,
5 as Class Counsel for the Class Members.

6 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
7 Notice”) attached to the Agreement as **Exhibit “A.”** The Court finds that the notice appears to fully
8 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
9 proposed Settlement, including the right of any Class Member to be excluded from the Class by
10 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
11 to the Settlement. The Court further finds that the distribution of the notices in the manner and form set
12 forth in the Agreement and this Order meets the requirements of due process, is the most reasonable
13 notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled
14 thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth
15 in the Agreement.

16 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
17 fifteen (15) days after the Preliminary Approval Date, Defendant shall provide the Settlement
18 Administrator with the Class Data, including information regarding Class Members that Defendant will
19 in good faith compile from its records, including each Class Member’s full name, last-known mailing
20 address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. No
21 later than fourteen (14) days after receiving the Class Data from Defendant, the Settlement
22 Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

23 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
24 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
25 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
26 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
27 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
28 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed

1 Notice, not more than fourteen (14) days from the original Response Deadline. Any such person who
2 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
3 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,
4 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
5 determinations of the Court, the Agreement, and Judgment.

6 13. Any Class Member who has not opted out may appear at the final approval hearing and
7 may object or express the Class Member's views regarding the Settlement and may present evidence
8 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
9 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
10 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
11 Settlement Administrator.

12 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Attorneys'
13 Fees and Litigation Costs, and Class Representative Payment shall be held before this Court on
14 _____ at ____ AM/PM in Department 6 of the Los Angeles County Superior
15 Court to determine all necessary matters concerning the Settlement, including: whether the proposed
16 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
17 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
18 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
19 as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees and Litigation
20 Costs, Class Representative Payment, and the Administration Expenses Payment. All papers in support
21 of the motion for final approval and the motion for Attorneys' Fees and Litigation Costs and Class
22 Representative Payment shall be filed with the Court and served on all counsel within twenty-eight (28)
23 days following the expiration of the Response Deadline.

24 15. In the event the Settlement does not become effective in accordance with the terms of the
25 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
26 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
27 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
28 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,

1 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
2 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
3 is not approved.

4 16. All proceedings in this matter, except those contemplated by this Order and the
5 Settlement Agreement, are stayed.

6 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
7 and all dates provided for in the Agreement without further notice to Class Members and retains
8 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
9
10
11

12 Dated: _____

JUDGE OF THE SUPERIOR COURT