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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

SOCORRO OCHOA, ANA GAYTAN GARCIA,
TERESA GONZALEZ VEGA, LILIANA J.
MOISEN, ANDREA GARCIA CERVANTES,
and CECILIA CERVANTES, individually, and
on behalf of all others similarly situated; ANA
GAYTAN GARCIA and TERESA GONZALEZ
VEGA, on behalf of the State of California and
other aggrieved persons,

Plaintiffs,

v.

LA TAVOLA, LLC, a California limited liability
company; BBJ RENTALS INC., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV000862

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Scott R.L.
Young, Dept. B]

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

[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; and Declaration of
Justin F. Marquez]

PRELIMINARY APPROVAL HEARING

Date: August 27, 2024

Time: 8:30 a.m.

Dept: B

Complaint filed: July 29, 2022

FAC filed: April 9, 2024

Trial date: Not set

1 The Court has before it Plaintiffs Socorro Ochoa, Ana Gaytan Garcia, Teresa Gonzalez
2 Vega, Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes’s (collectively,
3 “Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement. Having reviewed
4 the Motion for Preliminary Approval of Class Action Settlement, the Declaration of Justin F.
5 Marquez, the Joint Stipulation of Class Action and PAGA Settlement (which is referred to here
6 as the “Settlement Agreement”), and good cause appearing, the Court hereby finds and orders
7 as follows:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
9 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
10 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
11 the terms set forth in the Settlement Agreement between Plaintiffs and Defendants La Tavola,
12 LLC and BBJ Rentals Inc. (collectively, “Defendants,” and together with Plaintiffs, the
13 “Parties”), attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for
14 Preliminary Approval of Class Action Settlement as Exhibit 1.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendants have agreed to create a common fund
19 of \$1,000,000.00 to cover (a) settlement payments to class members who do not validly opt out;
20 (b) a \$50,000.00 Private Attorneys General Act (“PAGA”) payment, with 75% of which
21 (\$37,500.00) being paid to the Labor & Workforce Development Agency (“LWDA”) and 25%
22 (\$12,500.00) being paid to eligible aggrieved employees; (c) Class Representative service
23 payments of up to \$7,500.00 each for Plaintiffs Ochoa, Gaytan Garcia, and Vega and \$5,000.00
24 to Plaintiffs Moisen, Garcia Cervantes, and Cervantes; (d) Class Counsel’s attorneys’ fees, not
25 to exceed 33 1/3% of the Gross Settlement Amount (\$333,333.33) and up to \$30,000.00 in costs
26 for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
27 Costs of up to \$10,850.00.

28 3. The Court preliminarily finds that the terms of the Settlement appear to be within

1 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
2 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
3 and reasonable to the class members when balanced against the probable outcome of further
4 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
5 significant informal discovery, investigation, research, and litigation have been conducted such
6 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
7 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
8 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
9 the result of intensive, serious, and non-collusive negotiations between the Parties with the
10 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
11 that the Settlement Agreement was entered into in good faith.

12 4. A final fairness hearing on the question of whether the proposed settlement,
13 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
14 of claims for penalties under the PAGA, and the class representatives' enhancement awards
15 should be finally approved as fair, reasonable and adequate as to the members of the class is
16 hereby set in accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Settlement Class"): "all of Defendants' current and former non-exempt employees in the
19 state of California during the Class Period."

20 6. "Class Period" means the period from February 1, 2018 through January 17, 2024.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

1 8. The Court appoints as Class Representatives, for settlement purposes only,
2 Plaintiffs Socorro Ochoa, Ana Gaytan Garcia, Teresa Gonzalez Vega, Liliana J. Moisen, Andrea
3 Garcia Cervantes, and Cecilia Cervantes. The Court further preliminarily approves Plaintiffs'
4 ability to request incentive awards up to \$7,500.00 each to Plaintiffs Ochoa, Gaytan Garcia, and
5 Vega and \$5,000.00 to Plaintiffs Moisen, Garcia Cervantes, and Cervantes.

6 9. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin
7 H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further
8 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
9 the Total Settlement Amount (\$333,333.33), and costs not to exceed \$30,000.00.

10 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
11 reasonable administration costs estimated not to exceed \$10,850.00.

12 11. The Court approves, as to form and content the Class Notice. The Court finds on
13 a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies
14 due process, provides the best notice practicable under the circumstances, and shall constitute
15 due and sufficient notice to all persons entitled thereto.

16 12. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 13. Any class member who does not timely and validly request exclusion from the
19 settlement may object to the Settlement Agreement.

20 14. The Court orders the following Implementation Schedule:

21 Defendants to provide Class List to the 22 Settlement Administrator	Within 14 days of Defendants' receipt of the Court's order granting Motion for Preliminary Approval
24 Settlement Administrator to mail the Notice 25 Packets	Within 10 days of receipt of the Class List from Defendants
26 Response Deadline	45 days after Notice is mailed out by the Settlement Administrator

1 Deadline to file Motion for Final Approval, 2 Request for Attorney's Fees and Costs, and 3 Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
4 5 Final Approval Hearing 6 7	_____ at _____ a.m./p.m. in Department B. The hearing may be continued to another date without further notice to the Class Members.

8 15. The Court further ORDERS that, pending further order of this Court, all

9 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

10 **IT IS SO ORDERED.**

11

12

13 DATE:

Hon. Scott R.L. Young
Napa County Superior Court

Ochoa v. La Tavola, LLC, et al.
22CV000862

1 PROOF OF SERVICE