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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FRANCISCO SANCHEZ PEREZ,
JHONATHAN VELAZQUEZ, and JOSHUA
ALTHAGE, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

THE SANTALUZ CLUB, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00014824-CU-OE-CTL

*[Assigned for All Purposes to the Hon. Blaine
K. Bowman, Dept. C-74]*

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

Preliminary Approval Hearing:

Date: July 17, 2026

Time: 8:30 a.m.

Dept.: C-74

Action Filed: March 28, 2024

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Jhonathan Velazquez and Joshua Althage's (collectively
3 "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement
4 ("Motion"), the Declaration of John G. Yslas, the Declaration of Jhonathan Velazquez, the
5 Declaration of Joshua Althage, and the Class Action and PAGA Settlement Agreement and
6 Class Notice and Amendment to Class Action and PAGA Settlement Agreement (collectively
7 "Settlement Agreement"), and good cause appearing, the Court finds and orders 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 on the
11 terms set forth in the Settlement Agreement between Plaintiffs and Defendant The Santaluz
12 Club, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiffs'
13 Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3** and
14 **Exhibit 4**.

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 Defendant has agreed to create a common fund of
19 \$775,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
20 a \$40,000.00 allocation toward civil penalties under the Private Attorneys General Act, 65% of
21 which (\$26,000.00) to be paid to the California Labor & Workforce Development Agency
22 ("LWDA") and 35% of which (\$14,000.00) to be paid to Aggrieved Employees; (c) a Class
23 Representative Service Payment of up to \$10,000.00 to each of the Plaintiffs (\$20,000.00 total);
24 (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement
25 Amount (currently \$258,333.33), and up to \$33,000.00 in costs for actual litigation expenses
26 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$13,500.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

11 4. A final approval hearing on the question of whether the proposed Settlement,
12 attorneys' fees and costs to Class Counsel, the PAGA Penalties to the LWDA and the Aggrieved
13 Employees, and the Class Representative's service payment should be finally approved as fair,
14 reasonable and adequate as to the members of the Class is hereby set in accordance with the
15 Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "all non-exempt individuals who worked for Defendant during the Class Period."

18 6. "Class Period" means the period from October 3, 2019, through June 23, 2025.

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

27 8. The Court appoints as Class Representatives, for settlement purposes only,
28 Plaintiffs Jhonathan Velazquez and Joshua Althage. The Court further preliminarily approves

1 Plaintiffs' ability to request a service payment up to \$10,000.00 each (\$20,000.00 total).

2 9. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
3 Zinovyev, John Brown, Gabriella Solé, Emily K. Borman, and Courtney M. Miller of Wilshire
4 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's
5 ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount
6 (currently \$258,333.33), and costs not to exceed \$33,000.00.

7 10. The Court appoints Phoenix Settlement Administrators as the Settlement
8 Administrator with reasonable administration costs estimated not to exceed \$13,500.00.

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

14 12. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 13. Any Class Member who does not timely and validly request exclusion from the
17 Settlement may object to the Settlement Agreement.

18 14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks, and requests for exclusion	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)

Administrator Declaration: Last day for the Administrator to provide counsel with a Declaration in Support of the Motion for Final Approval	14 days before the last day to file the Motion for Final Approval of Settlement
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and service payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Dept. C-74 of the above-referenced Court.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT