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

13 OSCAR MEJORADO, individually, and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 RAINBOW SANDALS, INC.; and DOES 1
18 through 10, inclusive,

19 Defendants.

Case No.: 30-2022-01283098-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Melissa R. McCormick, Dept. CX-105]*

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

PRELIMINARY APPROVAL HEARING

Date: July 16, 2026

Time: 2:00 p.m.

Dept: CX-105

Complaint filed: September 28, 2022

FAC filed: December 15, 2022

Trial date: Not set

1 **[PROPOSED] ORDER**

2 The Court has before it Plaintiff Oscar Mejorado's ("Plaintiff") Motion for Preliminary
3 Approval of Class Action and PAGA Settlement. Having reviewed the Motion for Preliminary
4 Approval of Class Action and PAGA Settlement, the Declarations of Benjamin H. Haber, Lucy
5 H. Nguyen, Alan Wilcox, and Oscar Mejorado, the Class Action and PAGA Settlement
6 Agreement and Class Notice with the First and Second Amendments (the "Settlement" or
7 "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
8 follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement, as
10 amended, appears to be fair, reasonable, and adequate, and in the best interests of the Settlement
11 Class and Aggrieved Employees. Accordingly, the Court grants preliminary approval of the
12 Settlement and provisionally certifies the Settlement Class for settlement purposes only, subject
13 to the terms set forth in the Settlement Agreement.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. Pursuant to the terms of the Settlement, Defendant has agreed to create
18 a common fund of \$250,000.00 to cover (a) settlement payments to Class Members who do not
19 validly opt out; (b) a \$20,000.00 payment in settlement of claims for civil penalties under the
20 California Private Attorneys General Act ("PAGA"), of which 75% (\$15,000.00) will be paid
21 to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$5,000.00)
22 will be distributed to Aggrieved Employees (on a pro-rata basis); (c) Class Representative
23 Service Payment not to exceed \$7,500.00 for Plaintiff Oscar Mejorado; (d) Class Counsel's
24 attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$83,333.33), and costs
25 not to exceed \$15,000.00 for actual litigation expenses incurred by Class Counsel; and (e)
26 Settlement Administration Costs not to exceed \$4,995.00, subject to Court approval.

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

16 5. The Court provisionally certifies for settlement purposes only the following
17 Class: "all hourly-paid or non-exempt employees employed by Defendant in California who
18 worked for Defendant at any time during the Class Period."

19 6. "Class Period" means the period from April 3, 2018, to December 31, 2023.

20 7. "Aggrieved Employees" means all hourly-paid or non-exempt employees
21 employed by Defendant in California who worked for Defendant at any time during the PAGA
22 Period.

23 8. The "PAGA Period" means the period from April 3, 2021, to December 31, 2023.

24 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court preliminarily appoints as Class Representative, for settlement purposes only, Plaintiff Oscar Mejorado.

11. The Court preliminarily appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, and Alan Wilcox of Wilshire Law Firm, PLC as Class Counsel.

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

13. The Court approves, as to form and content the Class Notice attached as **Exhibit A** to the Class Action and PAGA Settlement Agreement attached hereto as **Exhibit 1**. (A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice is also attached as Exhibit 1 to the Declaration of Alan Wilcox (ROA #117-119), with the Class Notice attached thereto as Exhibit A). The Court finds on a preliminary basis that plan for distribution of the Class Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The parties and the settlement administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement in writing, including by using the Objection form provided with the Class Notice, or at the Final Approval Hearing.

16. The Court orders the following Implementation Schedule:

Defendants to provide Class Data to the Settlement Administrator	30 calendar days after notice of entry of the Court's Order granting Preliminary Approval of the Settlement
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Settlement Administrator to mail the Class Notice	14 days after receipt of the Class Data from the Defendant
Response Deadline (opt-outs, objections, disputes)	60 days after Class Notice is mailed out by the Settlement Administrator
Settlement Administrator provides declaration for Final Approval	At least 14 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Class Representative Service Payment	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	November 16, 2026 or first available date thereafter, in Department CX-105. The hearing may be continued to another date without further notice to the Class Members.

17. Pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement Agreement.

18. 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.

19. _____

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IT IS SO ORDERED.

DATE:

 Hon. Melissa R. McCormick
 Judge of the Superior Court