

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Arsiné Grigoryan (SBN 319517)
agrigoryan@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LORENA YEPEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

EAST LOS ANGELES REMARKABLE
CITIZEN'S ASSOCIATION, INC., a Nonprofit
Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV31819

CLASS ACTION

*[Assigned for all purposes to: Hon. David S.
Cunningham III, Dept. 11]*

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

*[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities, the
Declaration of Justin F. Marquez, and the
Declaration of Lorena Yopez]*

PRELIMINARY APPROVAL HEARING

Date: May 24, 2024

Time: 10:00 a.m.

Dept: 11

Complaint filed: September 29, 2022

Trial date: Not set

1 The Court has before it Plaintiff Lorena Yopez’ (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA
4 Settlement Agreement and Class Notice (which is referred to here as the “Settlement
5 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff Lorena Yopez and Defendant
10 East Los Angeles Remarkable Citizen’s Association, Inc. (“Defendant”), attached to the
11 Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Preliminary Approval of
12 Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$250,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$20,000.00 payment for penalties under the Private Attorneys General Act of 2004, Labor
19 Code section 2698 et seq. (“PAGA”), 75% of which (\$15,000.00) will be paid to the State of
20 California, Labor & Workforce Development Agency (“LWDA”) and 25% (\$5,000.00) will be
21 paid to eligible Aggrieved Employees; (c) a Class Representative service payment of up to
22 \$10,000.00 for Plaintiff Lorena Yopez; (d) Class Counsel’s attorneys’ fees, not to exceed 33
23 1/3% of the Gross Settlement Amount (\$83,333.33), and up to \$20,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$4,995.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

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

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the class representative's enhancement award should be
14 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
15 accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all current and former non-exempt, hourly paid employees who
18 worked for Defendant EAST LOS ANGELES REMARKABLE CITIZEN'S ASSOCIATION,
19 INC. within the State of California at any time during the Class Period."

20 6. "Class Period" means the period from September 29, 2018 to September 24, 2023.

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) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff 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.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Lorena Yopez. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Justin F. Marquez, Christina M. Le, and Arsiné Grigoryan of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$83,333.33), and costs not to exceed \$20,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$4,995.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the 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.

12. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

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

14. The Court orders the following Implementation Schedule:

Defendants to provide Class List to the Settlement Administrator	15 business days after entry of the Court's order granting Motion for Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Notice is mailed out by the Settlement Administrator (plus an additional

	14 days for Class Members whose Notice is re-mailed)
Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator (plus an additional 14 days for Class Members whose Notice is re-mailed)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 11. The hearing may be continued to another date without further notice to the Class Members.

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. David S. Cunningham III
Los Angeles County Superior Court

PROOF OF SERVICE

Yepez v. East Los Angeles Remarkable Citizen's Association Inc., et al.
22STCV31819

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **February 28, 2024**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Alfred J. Landegger (SBN 84419)
alfred@landeggeresq.com
Marie D. Davis (SBN 246011)
marie@landeggeresq.com
Evelyn Zarraga (SBN 296835)
evelyn@landeggeresq.com
Ida Mamedova
ida@landeggeresq.com
LANDEGGER VERANO & DAVIS, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on February 28, 2024, at Los Angeles, California.



Sandy S. Sespene