

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq. (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian, Esq. (SBN 311687)
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian, Esq. (SBN 346554)
kareen.shatikian@wilshirelawfirm.com
Alan A. Wilcox, Esq. (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor J.D. Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

MIGUEL A. HUERTA ALVAREZ,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01487413-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept.
CX103

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: July 20, 2026
Time: 1:30 p.m.
Dept: CX103

1 The Court has before it Plaintiff Miguel A. Huerta Alvarez's ("Plaintiff" or "Class
2 Representative") Motion for Preliminary Approval of Class Action Settlement (the "Motion").
3 Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the "Settlement" or "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, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant ASAS Group, Inc. ("Defendant," and together with Plaintiff, the "Parties"). A true
11 and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.
12 Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
13 submitted to the Court as **Exhibit 1**.

14 2. For settlement purposes, the Court provisionally certifies the Class defined as all
15 persons who have been employed by Defendant in California as hourly-paid or non-exempt
16 employees at any point during the Class Period, including current and former employees (each
17 "Class Member(s)" collectively the "Class"). The Class Period is the period from June 3, 2021,
18 through February 6, 2026 (the "Class Period").

19 3. The Settlement falls within the range of reasonableness of a settlement which
20 could ultimately be given final approval by this Court, and appears to be presumptively valid,
21 subject only to any objections that may be raised at the final approval hearing and final approval
22 by this Court. The Court notes that Defendant has agreed to create a common fund of
23 \$225,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
24 Members who do not validly opt out; (b) a \$20,000.00 payment for penalties under the Private
25 Attorneys General Act ("PAGA"), with 65% of which (\$13,000.00) being paid to the LWDA
26 (the "LWDA PAGA Payment") and 35% (\$7,000.00) being paid to eligible Aggrieved
27 Employees (the "Individual PAGA Payment(s)") (as defined in the Settlement Agreement); (c)
28 an enhancement award of up to \$10,000.00 for Plaintiff (the "Class Representative Service

1 Payment”); (d) Class Counsel’s attorneys’ fees not to exceed one-third of the Gross Settlement
2 Amount (\$75,000.00) (the “Class Counsel Fees Payment”), and up to \$17,000.00 in costs for
3 actual litigation expenses incurred by Class Counsel (the “Class Counsel Litigation Expenses
4 Payment”); and (e) a payment to Apex Class Action, LLC (the “Administrator”) of up to
5 \$4,990.00 (the “Administration Costs”).

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

18 5. A final fairness hearing on the question of whether the proposed Settlement, Class
19 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
20 Payment for the LWDA and Aggrieved Employees’ share of the settlement of claims for
21 penalties under the PAGA, and the Class Representative Service Payment should be finally
22 approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with
23 the implementation schedule set forth below.

24 6. The Court finds, for settlement purposes only, that the Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
27 fact that are common, or of general interest, to all Class Members, which predominate over
28 individual issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4)

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

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Talar DerOhannessian, Kareen Shatikian, Alan A. Wilcox and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action, LLC as the "Administrator" with the Administrator Costs estimated not to exceed \$4,990.00.

10. The Court approves, as to form and content the class notice, attached as **Exhibit A** to the Settlement Agreement (the "Class Notice"). A true and correct copy of the Class Notice is attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to 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.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

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

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 7 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant

Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	December 16, 2026, at 1:30 p.m., or first available date thereafter, in Department CX103. The hearing may be continued to another date without further notice to the Class Members.

14. 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.

15. _____

 _____.

IT IS SO ORDERED.

DATE:

 Hon. David A. Hoffer
 Orange County Superior Court