

Navid Barahmand, Esq. (Bar No. 340934)

BARAHMAND LAW GROUP

navid@barahmandlaw.com

23801 Calabasas Road, Suite 2034

Calabasas, California 91302

Tel: (818) 574-3355

Fax: (818) 574-3757

Attorneys for Plaintiff Kelly Acosta
and the Putative Class

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

Kelly Acosta individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Cityfront Terrace Homeowners Association,
a California Corporation; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 25CU033699C

[Assigned for all purposes to the Hon. Mark T.
Cumba Dept. C-65]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: March 26, 2027

Time: 8:30 a.m.

Dept.: C-65

Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on March 26, 2027 at 8:30 a.m.

Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, Case No. 25CU033699C, entitled *Kelly Acosta et al. v. Cityfront Terrace Homeowners Association et al.* (the "Action"), and good cause appearing, the Court finds that:

WHEREAS, Plaintiff Kelly Acosta ("Plaintiff" or "Class Representative"), has alleged claims against Cityfront Terrace Homeowners Association ("Defendant") individually and on behalf of all

1 others similarly situated, comprising: “*All persons who worked at least one shift as a non-exempt employee of*
2 *Defendant in the State of California from the period of June 26, 2021 through March 19, 2026.*” (“Class
3 Members”); and

4 WHEREAS, Plaintiff asserted class and PAGA claims in the Action against Defendant for: (1)
5 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize meal periods
6 or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
7 failure to provide and maintain accurate wage statements; (6) failure to pay wages when due; (7) failure
8 to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys
9 General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (9) Unlawful Business Practices,
10 Cal. Bus. & Prof. Code §§ 17200, et seq.

11 WHEREAS, Defendant expressly deny the allegations of wrongdoing and violations of law
12 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
13 and

14 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
15 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and to
16 avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

17 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation re:
18 Class and PAGA Action Settlement on March 28, 2026, which provides for the final resolution of all
19 class and PAGA claims asserted by Plaintiff against Defendant in the Action, on the terms and
20 conditions set forth in the Stipulation, subject to the approval of this Court;

21 NOW, therefore, the Court grants preliminary approval of the Settlement, and

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

23 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms in
24 this Order shall have the meanings set forth therein.

25 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
26 Class.

27 3. The Class is defined as follows: “*All persons who worked at least one shift as a non-exempt*
28 *employee of Defendant in the State of California from the period of June 26, 2021 through March 19, 2026.*”

1 4. The Court has determined that the Class Notice fully and accurately informs all persons
2 in the Class of all material elements of the proposed Settlement, constitutes the best notice practicable
3 under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members. The
4 Class Notice is attached as **Exhibit A** and incorporated by reference.

5 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as fair,
6 reasonable, and adequate in all respects to the Class Members, and orders the parties to consummate
7 the Settlement in accordance with the terms of the Stipulation, including the terms and procedures for
8 Class Members to object or request exclusion to the Settlement.

9 6. The plan of distribution as set forth in the Stipulation providing for the distribution of
10 the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
11 reasonable, and adequate.

12 7. The Court preliminarily appoints as Class Counsel Navid Barahmand of Barahmand
13 Law Group, 23801 Calabasas Road, Suite 2034, Calabasas, California 91302.

14 8. The Court preliminarily approves the payment of attorneys' fees in the amount of
15 \$65,000.00¹ (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid
16 from the Maximum Settlement Amount.

17 9. The Court preliminarily approves the payment of incurred reasonable costs in an
18 amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the Maximum Settlement
19 Amount as defined in the parties' Stipulation.

20 10. The Court preliminarily approves a payment in the amount of \$19,500.00 of the
21 settlement amount to be allocated to PAGA, of which \$12,675.00 will be paid to the California Labor
22 & Workforce Development Agency, representing the State of California's portion of civil penalties
23 under PAGA (or 65% of \$19,500.00), and \$6,825 to the alleged Aggrieved Employees (or 35% of
24 \$19,500.00), which shall both be paid from the Maximum Settlement Amount.

25 11. The Court preliminarily approves the payment of incurred reasonable claims
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27
28 ¹ For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the Escalator
Provision of the Settlement shall apply to Class Counsel's fees such that they shall be equal to one-
third of the amount of the escalated Maximum Settlement.

1 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which shall
2 be paid from the Maximum Settlement Amount.

3 12. The Court preliminarily approves an enhancement award to the Class Representative,
4 Kelly Acosta, in the amount of \$10,000.00, which amount shall be paid from the Maximum Settlement
5 Amount.

6 13. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are
7 not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing
8 whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this
9 Action or in any other proceeding.

10 14. In the event that the Settlement does not become effective in accordance with the terms
11 of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent
12 provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders
13 entered and releases delivered in connection herewith shall be null and void to the extent provided by
14 and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with
15 litigation of the Action.

16 15. The Court further sets a hearing for final approval of the Class Action settlement on
17 _____, 2027 at _____ a.m./p.m.

18
19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20
21 DATED: _____

22 Hon. Mark T. Cumba
23 San Diego County Superior Court Judge
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