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11 others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF FRESNO**

14 CRUZ SOTO and MONICA NANELLY
15 GARCIA, individually, and on behalf of all
16 others similarly situated,

17 Plaintiffs,

18 v.

19 RAMONA CARE, INC. DBA RAMONA
NURSING & REHABILITATION CENTER, a
20 Nevada corporation; NORTH AMERICAN
CLIENT SERVICES, INC. a Nevada
21 corporation; and DOES 1 through 10, inclusive,

22 Defendants.

Case No.: 22CECG03830

Assigned for all purposes to:
Hon. Jonathan M. Skiles, Dept. 403

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

Date: June 4, 2025
Time: 3:30 p.m.
Dept.: 403

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Cruz Soto and Monica Nanelly Garcia (“Plaintiffs”)
3 Renewed Motion for Preliminary Approval of Class Action Settlement (“Motion”), the
4 Declaration of John G. Yslas, the Declarations of Plaintiffs Cruz Soto and Monica Nanelly
5 Garcia, the Declaration of Ian B. Wieland, the Declaration of Bennett Berger, and the Class
6 Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), and good
7 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 Espinoza Brothers
12 Food Distribution, Inc. and Espinoza Brothers Enterprises, LLC (“Defendant”), attached to the
13 Declaration of John G. Yslas in Support of Plaintiffs’ Renewed Motion for Preliminary
14 Approval of Class Action Settlement as **Exhibit 1**.

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 \$190,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
20 a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
21 which (\$7,500.00) will be paid to the State of California, Labor & Workforce Development
22 Agency and 25% of which (\$2,500.00) will be paid to eligible Aggrieved Employees; (c) Class
23 Representative Service Payment of up to \$7,500.00 to each Plaintiff; (d) Class Counsel’s
24 attorneys’ fees, not to exceed 35% of the Gross Settlement Amount (i.e., \$66,500.00), and
25 \$18,790.76 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
26 Administration Costs of up to \$7,750.00.

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 fairness hearing on the question of whether the proposed Settlement,
12 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
13 Workforce Development Agency for its share of the settlement of claims for penalties under the
14 Private Attorneys General Act, and the Class Representatives' service awards should be finally
15 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
16 accordance with the schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Class"): "all current and former hourly paid or non-exempt employees that worked for
19 Ramona during the Class Period."

20 6. "Class Period" means the period from June 5, 2018 through March 9, 2024, unless
21 otherwise modified by the Escalator Clause (Settlement Agreement, ¶ 8).

22 7. The Court approves the protocol set forth in the Escalator Clause, which states:

23 Based on Defendants' records, Defendants estimates that, as of the date of this
24 Settlement Agreement, (1) there are 106 Class Members and 5,136 Total
25 Workweeks during the Class period and (2) Defendants estimates there are 70
26 Aggrieved Employees who worked a total of 1,318 PAGA Pay Periods. If there
27 is a greater than ten percent (10%) increase in the number of 5,136 reported class
28 workweeks, such increase shall trigger an escalation of the GFV in the amount
equivalent to one percent (1%) for every one percent (1%) increase in
workweeks over the ten percent (10%) threshold. Defendants shall include
Defendants' share of taxes owed on the wages portion of the settlement, which
shall be determined by the Settlement Administrator chosen by the parties. If
the Settlement is not finally approved by the Court despite the Parties' best

1 efforts to achieve final approval, any amounts deposited shall revert back,
2 without interest, to Defendants. If the Pro Rata Increase Threshold is triggered,
3 Defendants shall have the exclusive right to choose an earlier date than March
4 9, 2024 as the end of the Class Period to avoid triggering any pro rata increase.
(Settlement Agreement, ¶ 8.)

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

13 9. The Court appoints as Class Representatives, for settlement purposes only,
14 Plaintiffs Cruz Soto and Monica Nanelly Garcia. The Court further preliminarily approves
15 Plaintiffs' ability to request an incentive award up to \$7,500.00 to each Plaintiff.

16 10. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
17 Smith, Diego Aviles, Harry Erganyan and Mariam Nazaretyan of Wilshire Law Firm, PLC, as
18 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
19 attorneys' fees of up to 35% of the Total Settlement Amount (i.e., \$66,500.00), and costs not to
20 exceed \$18,790.76.

21 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
22 reasonable administration costs estimated not to exceed \$7,750.00.

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

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

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

3 15. The Court orders the following schedule:

EVENT:	DEADLINE:
Defendant to provide Class Data to the Settlement Administrator	20 days after the Court grants preliminary approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data
Class Member Response Deadline	60 days after mailing Notice to Class
Class Member Deadline to Object	60 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	14 days before the last day to file Plaintiffs' Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiffs
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiffs	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	October 24, 2025 at 8:30 a.m [or _____ at 8:30 a.m.]

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

3 **IT IS SO ORDERED.**

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6 DATE:

7 Hon. Jonathan M. Skiles
8 Fresno County Superior Court
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