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Attorneys for ERIC CALDERON,
on behalf of himself, all others similarly situated,
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

ERIC CALDERON on behalf of himself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

CELS ENTERPRISES, INC. DBA
CHINESE LAUNDRY; and DOES 1-100,
Defendants.

Case No. CIVSB2308785

*[Assigned for all purposes to the
Honorable Christian Towns; Dept. S26]*

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

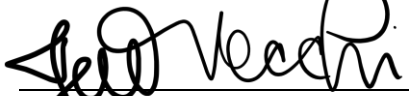
Date Filed: April 14, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2
3 NOTICE IS HEREBY GIVEN that on November 25, 2024, the Court issued an Order
4 Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement,
5 Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date. A
6 true and correct copy of the Court's Order is attached hereto as Exhibit 1.

7 Dated: November 25, 2024

MARA LAW FIRM, PC

8 
9 _____
10 David Mara, Esq.
11 Jill Vecchi, Esq.

12 Attorneys for ERIC CALDERON,
13 on behalf of himself, all others similarly situated,
14 and on behalf of the general public
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Exhibit 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 25 2024

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY SAN BERNARDINO

ERIC CALDERON on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

CELS ENTERPRISES, INC. DBA
CHINESE LAUNDRY; and DOES 1-
100,

Defendants.

Case No. CIVSB2308785

*[Assigned for All Purposes to the
Hon. Jessica Morgan, Dept. S26]*

Christian Towns

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: November 21, 2024

Time: 8:30 a.m.

Complaint Filed: April 14, 2023

Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Eric Calderon has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms
7 and conditions set forth therein. The Court has read and considered the Memorandum of Points
8 and Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
9 Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval
10 Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court
11 adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in
18 that: (a) the Class Members are ascertainable and so numerous that joinder of all Class Members
19 is impracticable; (b) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (c) Plaintiff’s claims are typical of the claims of the Class; (d)
21 Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of
22 the Class; and (e) a class action, and class-wide resolution of the action via class settlement
23 procedures is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
2 Representative, and the appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting
4 as Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to
7 the Agreement complies with due process because the Class Notice is reasonably calculated to
8 adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed
9 Agreement; and (c) their rights, including the right to either participate in the settlement, exclude
10 themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for notifying
11 the Class Members and settlement administration is the best notice practicable under the
12 circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

16 1. The Court finds on a preliminary basis that the provisions of the Agreement are
17 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

18 2. The following Class is conditionally certified for purposes of settlement only: All
19 individuals who are employed or have been employed by CELS in the State of California as
20 hourly non-exempt employees and worked at one of CELS’s warehouses in California at any time
21 from April 14, 2019, to October 12, 2024.

22 3. The Agreement provides for the following release as to Participating Class
23 Members,¹ which is hereby approved conditionally: The Released Class Claims include any and
24 all claims that were asserted in the Class Action Complaint or could have arisen out of the
25 allegations made in the Class Action Complaint. This release shall also apply to any amended
26 complaint which is filed with the Court after August 12, 2024, i.e., the date of the mediation. This

27 ¹ A Participating Class Member is a Class Members who do not submit a valid and timely
28 request to exclude themselves from this Settlement.

1 release shall be for the Class Period. The Class Period is April 14, 2019, to October 12, 2024.

2 4. This settlement also releases claims under the Private Attorneys General Act of
3 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
4 All Class Members who worked at least one pay period for CELS between February 15, 2022, to
5 October 12, 2024.

6 5. The Agreement provides for the following release as to PAGA Aggrieved
7 Employees, which is hereby approved conditionally: thee Released PAGA Claims include any
8 and all claims that were asserted in the PAGA Complaint or could have arisen out of the
9 allegations made in the PAGA Complaint. PAGA Aggrieved Employees are deemed to release
10 all claims that were asserted or could reasonably have asserted based on the facts alleged in the
11 Actions and/or the LWDA letter. The PAGA Period is February 15, 2022, to October 12, 2024.

12 6. The settlement appears to be fair, adequate and reasonable to the Class. The
13 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
14 only to any objections that may be raised at the Final Approval Hearing and final approval by this
15 Court.

16 7. Plaintiff is conditionally approved as the Class Representative for the Class.

17 8. The proposed Class Representative Enhancement Payment of \$7,500 payable to
18 Plaintiff Eric Calderon for his services as class representative is conditionally approved.

19 9. Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are
20 conditionally approved as Class Counsel for the Class.

21 10. The proposed awards of up to \$166,666.67 in attorneys’ fees and up to \$30,000 in
22 actual costs payable to Class Counsel are conditionally approved.

23 11. A Final Approval Hearing on the question of whether the settlement, attorneys’
24 fees and costs to Class Counsel, and Class Representative Enhancement Payment should be
25 finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department
26 S26 on the date and time set forth in the Implementation Schedule below.

27 12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.
28

1 13. The proposed payment of up to \$10,000 in costs to ILYM Group, Inc. for its
2 services as the Settlement Administrator is conditionally approved.

3 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
4 \$10,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
5 of which shall be distributable to Aggrieved Employees).

6 15. The Court approves, as to form and content, the Notice of Class Action Settlement
7 in substantially the form attached as **Exhibit A** to the Agreement. The Court approves the
8 procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set
9 forth in the notice.

10 16. The Court directs the mailing of the Notice of Class Action Settlement by first
11 class mail to Class Members in accordance with the Implementation Schedule below. The Court
12 finds the dates selected for the mailing and distribution of the notice, as set forth in the
13 Implementation Schedule, meet the requirements of due process and provide the best notice
14 practicable under the circumstances and shall constitute due and sufficient notice to all persons
15 entitled thereto.

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1 **IV. IMPLEMENTATION SCHEDULE**

2 The Court orders the following Implementation Schedule for further proceedings:

3 Deadline for Defendant to submit Class and 4 PAGA Data to Settlement Administrator	21 calendar days from the date of this Order (i.e., December 12, 2024, if preliminary approval is granted on November 21, 2024)
6 Deadline for Settlement Administrator to 7 Mail Class Notices to Class Members	14 calendar days from receipt of the Class Data (i.e., December 26, 2024)
8 Deadline for Class Members to Postmark 9 Requests for Exclusion, Objections, or 10 Disputes ("Response Deadline")	30 days from the mailing of the Class Notices (i.e., January 25, 2025)
11 Deadline for Class Counsel to file a Motion 12 for Final Approval	16 court days prior to the Final Approval Hearing
13 Deadline to Provide the Court with the 14 Settlement Administrator's Declaration 15 Outlining Requests for Exclusion, 16 Objections, and Disputes	16 court days prior to the Final Approval Hearing
17 Final Approval Hearing and Final Approval	<u>4/3</u> , 2025 at <u>9:30am</u>

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19 **IT IS SO ORDERED.**

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21 Dated: 11.25.2024

By C. Towns
Honorable ~~Jessica Morgan~~ **Christian Towns**
San Bernardino County Superior Court Judge