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**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]*

**[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,<sup>1</sup> 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

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27           <sup>1</sup>       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.  
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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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**IV. IMPLEMENTATION SCHEDULE**

The Court orders the following Implementation Schedule for further proceedings:

|                                                                                                                                                   |                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Deadline for Defendant to submit Class and<br>PAGA Data to Settlement Administrator                                                               | 21 calendar days from the date of this Order<br>( <i>i.e.</i> , December 12, 2024, if preliminary<br>approval is granted on November 21, 2024) |
| Deadline for Settlement Administrator to<br>Mail Class Notices to Class Members                                                                   | 14 calendar days from receipt of the Class Data<br>( <i>i.e.</i> , December 26, 2024)                                                          |
| Deadline for Class Members to Postmark<br>Requests for Exclusion, Objections, or<br>Disputes (“Response Deadline”)                                | 30 days from the mailing of the Class Notices<br>( <i>i.e.</i> , January 25, 2025)                                                             |
| Deadline for Class Counsel to file a Motion<br>for Final Approval                                                                                 | 16 court days prior to the Final Approval<br>Hearing                                                                                           |
| Deadline to Provide the Court with the<br>Settlement Administrator’s Declaration<br>Outlining Requests for Exclusion,<br>Objections, and Disputes | 16 court days prior to the Final Approval<br>Hearing                                                                                           |
| Final Approval Hearing and Final Approval                                                                                                         | _____, 2025 at _____                                                                                                                           |

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Honorable Jessica Morgan  
San Bernardino County Superior Court Judge