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on behalf of herself and others similarly situated

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

MARIANA ZUAZO, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ROMEO & LAYLA WAREHOUSING,
INC., a California corporation; FAIRWAY
STAFFING SERVICES, a California
corporation; ULTRA PERSONNEL, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendant.

Case No.: CIVSB2307282

CLASS ACTION

Assigned for All Purposes To:

Hon. Joseph T. Ortiz

Dept.: S-17

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

Date: May 9, 2025

Time: 1:30 p.m.

Dept.: S-17

ORDER

Plaintiff MARIANA ZUAZO (“Plaintiff”), on behalf of herself and others similarly situated employees of Defendants ROMEO & LAYLA WAREHOUSING, INC.; FAIRWAY STAFFING SERVICES; and ULTRA PERSONNEL, LLC. (“Defendants”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Class and PAGA Settlement Agreement and Release (“Settlement Agreement”). The Motion was set for hearing on May 9, 2025, at 1:30 p.m. in Department S-17 of the San Bernardino County Superior Court located at 247 West 3rd Street, San Bernardino, California. The Court, having considered the Settlement Agreement and the proposed Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval (“Class Notice”) attached as Exhibit A to the Settlement Agreement, the submissions of counsel, and all other papers filed in this litigation, and Defendants’ non-opposition to the Motion, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies a Class consisting of all non-exempt, hourly individuals who worked for R&L in California and all non-exempt, hourly individuals who Fairway and Ultra deployed to work for R&L in California during the Settlement Class Period, which is March 15, 2019, through August 5, 2024 (the “Class Period”). Participating Class Members are defined as all Class Members who do not timely submit a signed and valid Opt-Out Request to the Settlement Administrator. (Kim Decl., Exhibit 1 ¶¶ 5-6, 30). Should the Settlement not be finally approved, this Order will be rendered null and void and will be vacated, and the fact that the parties were willing to stipulate to class certification as part of the settlement will have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context. Should the settlement not become final, the parties will revert to their respective positions prior to notifying the Court of the settlement of the action.

4. The class action settlement submitted by the Parties is preliminarily approved

1 based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair,
2 adequate, and reasonable for the Class and falls within the range of reasonableness that could
3 ultimately be granted final approval by the Court. The preliminary approval of the class action
4 settlement includes the approval for purposes of the Settlement of David Yeremian of David
5 Yeremian & Associates, Inc., Emil Davtyan, Alvin B. Lindsay, Enoch Kim, Rose Sorial, Tania
6 Fonseca, and Antonia McKee of D.Law, Inc., as Class Counsel, Plaintiff Mariana Zuazo as Class
7 Representative, and Apex Class Action, LLC (“Apex”) as the Settlement Administrator. Class
8 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
9 required by or which may be given pursuant to the Settlement Agreement, and such other acts
10 reasonably necessary to consummate the settlement. The Settlement Administrator is authorized
11 to perform such acts as set forth in this Order and the Settlement Agreement.

12 5. The Court approves the Parties’ allocation of \$50,000.00 to settle claims under the
13 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to Labor Code § 2699(i),
14 75% of this amount, or \$37,500.00, will be paid to the California Labor & Workforce
15 Development Agency (“LWDA”), and the remaining 25%, or \$12,500.00, will be payable on a
16 pro rata basis to the Aggrieved Employees.

17 6. The Class Notice advises the Class of the material terms and provisions of the
18 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
19 approved as to form and content. The Court approves the procedures set forth in the Settlement
20 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
21 forth in the Class Notice.

22 7. The Class Notice will be sent in a Notice Packet by first-class mail to the Class
23 Members in accordance with the schedule set forth in the Settlement Agreement. The dates
24 selected for the mailing and distribution of the Class Notice, and the other dates as set forth
25 below, meet the requirements of due process and provide the best notice practicable under the
26 circumstances, and will constitute due and sufficient notice to all persons entitled thereto:

27 a. Deadline for Defendant to provide the class information lists to Settlement
28 Administrator the Class Member data and related information in electronic form: within twenty

1 (20) calendar days after entry of the Court's Order granting preliminary approval to the
2 Settlement.

3 b. Deadline for the Settlement Administrator to mail the Class Notice by first-class
4 regular U.S. mail: no later than forty-five (45) days following the preliminary approval date.

5 c. Deadline for class members to mail objections or requests for exclusion to the
6 Settlement Administrator: forty-five (45) days after the mailing of the Class Notice.

7 d. Deadline for Settlement Administrator to pay PAGA Settlement Payments from
8 the PAGA Settlement fund: within ten (10) days of the receipt by the Settlement Administrator of
9 the Gross Settlement Amount.

10 e. Deadline for Settlement Administrator to remail Class Notice when any Class
11 Notice is returned as non-delivered on or before the response deadline: within ten (10) calendar
12 days of determining that a Notice was undeliverable.

13 f. Deadline for Class Members who receive a re-mailed Notice of Class Settlement
14 and Summary Sheet to mail objections or request for exclusions: extended ten (10) calendar days
15 from the original Response Deadline.

16 f. Deadline for the Settlement Administrator to notify all Parties of any objections:
17 within (5) business days of receipt of the objection.

18 e. Deadline for Defendant to fully fund the Gross Settlement Amount by transmitting
19 the fund to the Administrator: no later than fifteen (15) days from the Effective Date.

20 g. Deadline for Settlement Administrator to mail Individual Settlement Payments by
21 regular First-Class U.S. Mail to Settlement Class Members' last known mailing address: within
22 ten (10) days of receipt of the Gross Settlement Amount.

23 h. Deadline for the Settlement Administrator to pay class representative enhancement
24 and service award to Plaintiff Mariana Zuazo: no later than ten (10) days following the receipt of
25 the Gross Settlement Amount by the Settlement Administrator from Defendant.

26 i. Deadline for costs of administration of the Settlement from the Gross Settlement
27 Amount: no later than ten (10) days following the receipt by the Settlement Administrator of the
28 Gross Settlement Amount from Defendant.

1 j. Deadline for Class Counsel to file a Motion for Final Approval of the Settlement
2 Agreement: 16 Court days before the hearing on Plaintiff's Motion for Final Approval and
3 Motion for Attorneys' Fees and Costs and Representative Service Award.

4 k. Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and
5 Representative Service Award within Motion for Final Approval: 16 Court days before Final
6 Settlement Fairness Hearing and hearing on Plaintiff's Motion for Final Approval and Motion for
7 Attorneys' Fees and Costs and Representative Enhancement.

8 8. A Final Approval and Settlement Fairness Hearing on the question of whether the
9 proposed Settlement, attorneys' fees and costs to Class Counsel, and the class representative
10 service award and Settlement Administration costs should be approved as fair, reasonable, and
11 adequate as to the Settlement Class and whether the Settlement should be given final approval is
12 scheduled on: _____, 2025 at _____.m. At the final approval hearing, Settlement
13 Class Members may be heard orally in support of the Settlement, or in opposition to the
14 Settlement in the event there are objectors.

15 9. The Court reserves the right to adjourn or continue the date of the Settlement
16 Fairness and Final Approval Hearing and all dates provided for in the Settlement Agreement
17 without further notice to the Class and retains jurisdiction to consider all further applications
18 arising out of or connected with the Settlement Agreement.

19 10. The Settlement Agreement will not be construed as an admission or evidence of
20 either liability or the appropriateness of class certification in the non-settlement context, as more
21 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
22 rights of Defendant to oppose certification of a class in this action should the proposed Settlement
23 not be granted final approval.

24 11. As of the Effective Date, and in accordance with the Settlement Agreement, all
25 Class Members who do not timely submit a Request for Exclusion from the Settlement will be
26 deemed to have forever released and discharged the Released Class Claims as set forth in the
27 Settlement Agreement. In the event the Effective Date does not occur for any reason, the
28 Settlement Agreement will be deemed null and void and will have no effect whatsoever.

1 12. All further proceedings in this action are stayed except such proceedings necessary
2 to review, approve, and implement this Settlement.

3 13. The Court finds that all required notifications and submissions to the LWDA about
4 the Settlement Agreement and Motion have been made by Plaintiff in the time and manner
5 specified under the PAGA.

6 **IT IS SO ORDERED.**

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8 Dated: May ___, 2025

Hon. Joseph T. Ortiz
Judge of the Superior Court

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