

1 John G. Yslas (SBN 187324)
2 John.yslas@wilshirelawfirm.com
3 Jeffrey C. Bills (SBN 301629)
4 jeffrey.bills@wilshirelawfirm.com
5 Aram Boyadjian (SBN 334009)
6 aram.boyadjian@wilshirelawfirm.com
7 Lisa B. Iturriaga (SBN 339678)
8 lisa.iturriaga@wilshirelawfirm.com
9 Andrew Sandoval (SBN 346996)
10 andrew.sandoval@wilshirelawfirm.com
11 **WILSHIRE LAW FIRM, PLC**
12 660 S. Figueroa Street, Sky Lobby
13 Los Angeles, California 90017
14 Telephone: (213) 381-9988
15 Facsimile: (213) 381-9989

16 Attorneys for Plaintiff Estefany Segovia

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**

19 ESTEFANY SEGOVIA, individually, and on
20 behalf of all others similarly situated,

21 *Plaintiff,*

22 vs.

23 PRODUCE SERVICES OF LOS ANGELES,
24 INC., a California corporation; and DOES 1
25 through 10, inclusive,

26 *Defendants.*

Case No. 23STCV28902
Related Case No. 24STCV11397

*Assigned for all purposes to:
Hon. David S. Cunningham
Dept. 11*

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

Date: June 15, 2026
Time: 9:00 a.m.
Dept.: 11

1 Having reviewed plaintiff Estefany Segovia's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas,
3 and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good
4 cause appearing, the Court finds and orders as follows:

5 1. The Court finds on a preliminary basis that the Settlement Agreement appears
6 to be fair, adequate, and reasonable and therefore meets the requirements for preliminary
7 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based on the terms set forth in the Settlement Agreement between Plaintiff and defendant
9 Produce Services of Los Angeles, Inc. ("Defendant"), attached to the Declaration of John G.
10 Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement
11 as **Exhibit 1**.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund
16 of \$130,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
17 (b) a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act,
18 75% of which (\$15,000.00) will be paid to the State of California, Labor & Workforce
19 Development Agency and 25% of which (\$5,000.00) will be paid to eligible Aggrieved
20 Employees; (c) Class Representative Service Payment of up to \$5,000.00 to Plaintiff; (d) Class
21 Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e.,
22 \$43,333.33), and up to \$18,000.00 in costs for actual litigation expenses incurred by Class
23 Counsel; and (e) Settlement Administration Costs of up to \$5,500.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be
25 within the range of possible approval, pursuant to California Code of Civil Procedure § 382
26 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is
27 fair and reasonable to the Class Members when balanced against the probable outcome of
28 further litigation relating to class certification, liability and damages issues, and potential

1 appeals; (2) significant informal discovery, investigation, research, and litigation have been
2 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
3 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
4 that would be presented by the further prosecution of the litigation; and (4) the proposed
5 Settlement has been reached as the result of intensive, serious, and non-collusive negotiations
6 between the Parties with the assistance of a well-respected class action mediator. Accordingly,
7 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed Settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under
11 the Private Attorneys General Act, and the Class Representative's service payment should be
12 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following
15 class (the "Class"): "all persons currently or formerly employed by Defendant in the State of
16 California, either directly or through any subsidiary, staffing agency, or professional employer
17 organization, as hourly-paid, non-exempt employees during the Class Period."

18 6. "Class Period" means the period from June 2, 2019 through June 26, 2024.

19 7. "Aggrieved Employee" includes all persons currently or formerly employed by
20 Defendant in the State of California, either directly or through any subsidiary, staffing agency,
21 or professional employer organization, as hourly-paid, non-exempt employees during the
22 PAGA Period." "PAGA Period" means the period from December 27, 2022 through June 26,
23 2024.

24 8. The Court finds, for settlement purposes only, that the Settlement Class meets
25 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)
26 the Settlement Class Members are so numerous that joinder is impractical; (2) there are
27 questions of law and fact that are common, or of general interest, to all Settlement Class
28 Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the

1 claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and
2 adequately protect the interests of the Settlement Class Members; and (5) a class action is
3 superior to other available methods for the fair and efficient adjudication of the controversy.

4 9. The Court appoints as Class Representative, for settlement purposes only,
5 Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request a service
6 payment up to \$5,000.00 to each Plaintiff.

7 10. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
8 Aram Boyadjian, Lisa B. Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC, as Class
9 Counsel. The Court further preliminarily approves Class Counsel's ability to request
10 attorneys' fees of up to 33 1/3% of the Gross Settlement Amount (i.e., \$43,333.33), and costs
11 not to exceed \$18,000.00.

12 11. The Court appoints Apex Class Action as the Settlement Administrator with
13 reasonable administration costs estimated not to exceed \$5,500.00.

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

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

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

23 15. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	15 days after Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data

