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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

LISA KIMBLE, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

GENOVA MANAGEMENT GROUP LLC, a
California limited liability company; MILANO
RESTAURANTS INTERNATIONAL CORP, a
Nevada corporation; ME-N-ED'S PIZZERIAS,
INC., a Nevada corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: VCU297657
Related Case No. VCU299903

*Assigned for all purposes to:
Hon. Bret Hillman, Dept. 2*

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

PRELIMINARY APPROVAL HEARING

Date: September 16, 2025
Time: 8:30 a.m.
Dept.: 2

Complaint Filed: April 21, 2023
Trial Date: Not set

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Lisa Kimble and Ashley Stockton's ("Plaintiffs") Motion for
3 Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas,
4 the Declaration of Lisa Kimble, the Declaration of Ashley Stockton, the Declaration of Jodey
5 Lawrence, the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement
6 Agreement"), and good cause appearing, the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiffs and Defendants Genova
11 Management Group, LLC, Milano Restaurant International Corp, and Me-N-Ed's Pizzerias, Inc.
12 ("Defendants"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion
13 for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund
18 of \$3,675,000.00 to cover (a) settlement payments to Class Members who do not validly opt
19 out; (b) a \$100,000.00 allocation toward civil penalties under the Private Attorneys General
20 Act, 75% of which (\$75,000.00) will be paid to the State of California, Labor & Workforce
21 Development Agency and 25% of which (\$25,000.00) will be paid to eligible Aggrieved
22 Employees; (c) Class Representative service payment of up to \$10,000.00 to Plaintiff Lisa
23 Kimble; (d) Class Representative service payment of up to \$7,500.00 to Plaintiff Ashley
24 Stockton; (e) Class Counsel's attorneys' fees, not to exceed one-third of the Gross Settlement
25 Amount (i.e., \$1,225,000.00), and up to \$46,000.00 in costs for actual litigation expenses
26 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$32,000.00.

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 Representative's enhancement awards should be
15 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
16 in accordance with the Implementation Schedule set forth below.

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

20 6. "Class Period" means the period from April 21, 2019 through May 7, 2025.

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

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Lisa Kimble. The Court further preliminarily approves Plaintiff Lisa Kimble's ability to request an incentive award up to \$10,000.00.

9. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Ashley Stockton. The Court further preliminarily approves Plaintiff Ashley Stockton's ability to request an incentive award up to \$7,500.00

10. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, Lisa Iturriaga, and Emily Borman of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$1,225,000.00), and costs not to exceed \$46,000.00.

11. The Court appoints Phoenix Settlement Administrators, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$32,000.00.

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

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

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

15. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	October 16, 2025 – Not later than 30 days after the Court grants Preliminary Approval

EVENT:	DEADLINE:
	of the Settlement
Settlement Administrator to mail the Notice Packets	October 30, 2025 - 14 days after receipt of Class Data
Class Member Response Deadline	December 29, 2025 - 60 days after mailing Notice to Class
Class Member Deadline to Object	December 29, 2025 - 60 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	January 12, 2026 – 14 days before the last day to file Plaintiffs’ Motion for Final Approval, Request for Attorney’s Fees and Costs, and Service Awards to Plaintiff
Deadline to file Motion for Final Approval, Request for Attorney’s Fees and Costs, and Service Awards to Plaintiff	January 26, 2026 - 16 court days before the calendared Final Approval Hearing
Final Approval Hearing	February 18, 2026 at 8:30 a.m. [or _____ at 8:30 a.m.]

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

IT IS SO ORDERED.

DATE:

Hon. Bret Hillman
Tulare County Superior Court