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

OCT - 8 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

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

MICHELLE MIRELES, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

THE CAJUN PUB, INC., a California
corporation; STAR CRAB, INC., a California
corporation; HONEY CRAB, INC., a California
corporation; OCEAN CRAB INC., a California
corporation; PANORAMA CRAB, a California
corporation; SEA CRAB LLC, a California
limited liability company; THE CAJUN
MANAGEMENT, INC., a California corporation
and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2312321

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Joseph T.
Ortiz, Dept. S-17]

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

PRELIMINARY APPROVAL HEARING

Date: October 8, 2025

Time: 1:30 p.m.

Dept: S-17

Complaint filed: May 31, 2023

FAC filed: April 17, 2024

Trial date: Not set

1 The Court has before it Plaintiff Michelle Mireles' ("Plaintiff") Motion for Preliminary
2 Approval of Class Action and PAGA Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement, the Declaration of Arrash T. Fattahi, the Class
4 Action and PAGA Settlement Agreement and Class Notice (which is referred to here as the
5 "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
6 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 upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant The Cajun Pub,
11 Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to the Declaration of
12 Arrash T. Fattahi in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
13 PAGA 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 Defendant has agreed to create a common fund of
18 \$250,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act
20 ("PAGA"), with 75% of which (\$7,500.00) will be paid to the State of California, Labor &
21 Workforce Development Agency ("LWDA") and 25% (\$2,500.00) being paid to eligible
22 Aggrieved Employees; (c) Service Payment of up to \$10,000.00 for Plaintiff; (d) Class
23 Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount
24 (\$83,333.33), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class
25 Counsel; and (e) Settlement Administration Costs of \$6,990.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

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

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the Class Representative Service Payment should
13 be finally approved as fair, reasonable and adequate as to the members of the Class is hereby
14 set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all persons employed by Cajun Pub in California and classified as an
17 hourly paid, non-exempt employee during the Class Period."

18 6. "Class Period" means the period from December 4, 2018 to July 2, 2024.

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

27 8. The Court appoints as Class Representative, for settlement purposes only,
28 Plaintiff Michelle Mireles. The Court further preliminarily approves Plaintiff's ability to request

1 a Class Representative Service Payment up to \$10,000.00.

2 9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Arrash T.
3 Fattahi, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.
4 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
5 up to one-third (1/3) of the Gross Settlement Amount (\$83,333.33), and costs not to exceed
6 \$25,000.00.

7 10. The Court appoints Apex Class Action Administrators ("APEX") as the
8 Settlement Administrator with reasonable administration costs estimated to be \$6,990.00.

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

14 12. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 13. Any class member who does not timely and validly request exclusion from the
17 Settlement may object to the Settlement Agreement.

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14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	No later than 15 days after the Court grants Preliminary Approval of the Settlement (Settlement Agreement, § 4.2.)
Settlement Administrator to mail the Notice Packets	No event later than 14 days after receipt of the Class Data from Defendant (Settlement Agreement, § 7.4.2.)
Response Deadline	45 calendar days after Notice is mailed out by the Settlement Administrator (Settlement Agreement, § 7.5.-7.7.)
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	No later than 14 days before Plaintiff is required to file the Motion for Final Approval of the Settlement (Settlement Agreement, § 7.8.5.)
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the calendared Final Approval Hearing (Settlement Agreement, § 10.)
Final Approval Hearing	<u>Feb. 18</u> , 2026 at <u>1:30 p.m.</u> ~~a.m./p.m.~~ (suggested February 18, 2026 or as soon thereafter as may be heard by this Court.)

15. 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: Oct. 8, 2025


Hon. Joseph T. Ortiz
San Bernardino County Superior Court