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an individual on behalf of himself and others similarly situated

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

RAUL B. IBARRA, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

STEPHENS INSTITUTE, a California
corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: CGC-23-607667

CLASS ACTION

Assigned for All Purposes To:
Honorable Jeffrey S. Ross
Department 606

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

Date: June 30, 2025
Time: 10:00 a.m.
Location: Department 606

Original Complaint Filed: July 14, 2023
Amended Complaint Filed: September 18, 2023
Trial Date: None Set.

ORDER

Plaintiff Raul B. Ibarra (“Plaintiff”), on behalf of himself and other similarly situated employees of defendant Stephens Institute (“Defendant”) (collectively, “the Parties”), filed an unopposed Renewed Motion for Preliminary Approval of the Parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement”). The Motion was set for hearing on June 30, 2025, at 10:00 a.m. in Department 606 of the San Francisco Superior Court located at 400 McAllister Street. San Francisco, CA 94102-4514. The Court, having considered the Settlement Agreement and the Amendment (attached as Exhibits 1 and 2 to the Declaration of Enoch J. Kim, respectively, and collectively referred to herein as the “Settlement Agreement”), the proposed Notice of Class Action and PAGA Settlement (“Class Notice”) (attached as Exhibit A to the Settlement Agreement), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement 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 current and former non-exempt, hourly employees of Defendant who worked in California at any time during the Class Period, which is January 14, 2019 to August 25, 2024.

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement and Amendment. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Settlement Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations asserted in the Action; (iii) the typicality requirement because

1 Plaintiff and Class Members' claims all arise from the same alleged events and course of conduct,
2 and are based on the same legal theories; and (iv) the adequacy of representation requirement
3 because Plaintiff has the same interests as all members of the Class and are represented by
4 experienced and competent counsel. The Court further finds, preliminarily and for settlement
5 purposes only, that common issues predominate over individual issues in this litigation and that
6 class treatment is superior to the other means of resolving this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of Emil Davtyan, Alvin B. Lindsay, Enoch J. Kim, Jean Power, and
9 Melissa Rodriguez of D.Law, Inc. and David Yeremian of David Yeremian & Associates, Inc. as
10 Class Counsel, Plaintiff Raul B. Ibarra as Class Representative, and Apex Class Action ("Apex")
11 as the Administrator. Class Counsel is authorized to act on behalf of the Class Members with
12 respect to all acts or consents required by or which may be given pursuant to the Settlement
13 Agreement and such other acts reasonably necessary to consummate the Settlement. The
14 Administrator is authorized to perform such acts as set forth in this Order and the Settlement
15 Agreement.

16 7. The Court grants approval of the PAGA settlement pursuant to the terms and
17 conditions contained in the Settlement Agreement and Amendment. The Court finds that the
18 terms of the PAGA settlement are fair and reasonable and approves the PAGA settlement
19 pursuant to Labor Code § 2699(1)(2).

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

25 9. The Class Notice will be sent in a Class Notice packet by first-class mail to the
26 Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates
27 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
28 Settlement Agreement, meet the requirements of due process and provide the best notice

1 practicable under the circumstances, and will constitute due and sufficient notice to all persons
2 entitled thereto.

3 10. Each Class Member who wishes to be excluded from the Class portion of the
4 Settlement must submit a written request to be excluded from the Class portion of the Settlement
5 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely
6 request to be excluded from the class portion of the Settlement consistent with the terms of the
7 Settlement Agreement shall be bound by the terms of the Settlement Agreement.

8 11. Only Participating Class Members may object to the class portion of the
9 Settlement, including contesting the fairness of the Settlement and/or amounts requested for the
10 Class Representative Service Payment, Administration Costs, and/or Class Counsel Fees
11 Payment, and Class Counsel Litigation Expenses Payment for litigation costs incurred in pursuing
12 this Action. Participating Class Members may send written objections to the Administrator by the
13 deadline set forth in the Class Notice. Participating Class Members may also appear in Court (or
14 hire an attorney to appear in Court at their own expense) to present verbal objections at the Final
15 Approval Hearing.

16 12. A Final Approval Hearing on the question of whether the proposed Settlement,
17 Class Representative Service Payment, Administration Costs, Class Counsel Fees Payment, and
18 Class Counsel Litigation Expenses Payment should be approved as fair, reasonable, and adequate
19 as to the Class and whether the Settlement should be given final approval is scheduled on:

20 _____, 2025 at _____.m. Plaintiff shall file a motion for final approval of the
21 Settlement no later than 16 court days prior to the Final Approval Hearing.

22 13. The Settlement Agreement will not be construed as an admission or evidence of
23 either liability or the appropriateness of class certification in the non-settlement context, as more
24 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
25 rights of Defendant to oppose certification of a class in this Action should the proposed
26 Settlement not be granted final approval. If, for any reason, the Court does not grant final
27 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
28 without prejudice to the status quo ante rights of the parties to the litigation as more specifically

1 set forth in the Settlement Agreement.

2 14. All further proceedings in this Action are stayed except such proceedings
3 necessary to review, approve, and implement this Settlement.

4 15. The Court finds that all required notifications and submissions to the California
5 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
6 Motion have been made by Plaintiff in the time and manner specified under PAGA.

7 **IT IS SO ORDERED.**

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9 Dated: _____, 2025

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Honorable Jeffrey S. Ross
Judge of the Superior Court

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