

John G. Yslas (SBN 187324)
jyslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
daviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
herganyan@wilshirelawfirm.com
Mariam M. Nazaretyan (SBN 334154)
mnazaretyan@wilshirelawfirm.com
John Brown (SBN 233605)
jbrown@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SILVIA PARRA DE LA CRUZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

CITRUS VALLEY MANAGEMENT
SERVICES, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2301768

CLASS ACTION

[Hon. Harold W. Hopp, Dept. 1]

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

*[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities, the
Declaration of John G. Yslas, and the
Declaration of Plaintiff Silvia Parra De La
Cruz]*

PRELIMINARY APPROVAL HEARING

Date: July 30, 2024
Time: 8:30 AM
Dept: 1
Reservation ID: 909247691997

Complaint filed: April 6, 2023
Trial date: Not set

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Silvia Parra De La Cruz's Motion for Preliminary Approval
3 of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's declaration,
4 and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement
5 Agreement"), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiff and Defendant Citrus Valley
10 Management Services, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in
11 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit**
12 **1**.

13 2. As part of the preliminary approval granted by this order, the Court approves the
14 following releases proposed by Plaintiff in her Motion for Preliminary Approval of Class Action
15 Settlement:

- 16 (a) Plaintiff's Release. Plaintiff and his, her, or their respective former and
17 present spouses, representatives, agents, attorneys, heirs, administrators,
18 successors and assigns generally, release and discharge Released Parties
19 from all claims, transactions or occurrences [that occurred during the Class
20 Period], including, but not limited to: (a) all claims that were, or reasonably
21 could have been, alleged, based on the facts contained, in the Operative
22 Complaint and (b) all PAGA claims that were, or reasonably could have
23 been, alleged based on facts contained in the Operative Complaint,
24 Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does
25 not extend to any claims or actions to enforce this Agreement, or to any
26 claims for vested benefits, unemployment benefits, disability benefits, social
27 security benefits, workers' compensation benefits that arose at any time, or
28 based on occurrences outside the Class Period. Plaintiff acknowledges that

1 Plaintiff may discover facts or law different from, or in addition to, the facts
2 or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
3 that Plaintiff's Release shall be and remain effective in all respects,
4 notwithstanding such different or additional facts or Plaintiff's discovery of
5 them. (Settlement, § 5.1.)

6 (b) Release by Participating Class Members: All Participating Class
7 Members, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors and
9 assigns, release Released Parties from (i) all claims that were alleged, or
10 reasonably could have been alleged, based on the Class Period facts
11 stated in the Operative Complaint. Except as set forth in Section 5.3 of
12 this Agreement, Participating Class Members do not release any other
13 claims, including claims for vested benefits, wrongful termination,
14 violation of the Fair Employment and Housing Act, unemployment
15 insurance, disability, social security, workers' compensation or claims
16 based on facts occurring outside the Class Period. (Settlement, § 5.2.)

17 (c) Release by Aggrieved Employees: All Aggrieved Employees are deemed to
18 release, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors and
20 assigns, the Released Parties from all claims for PAGA penalties that were
21 alleged, or reasonably could have been alleged, based on the PAGA Period
22 facts stated in the Operative Complaint and the PAGA Notice. (Settlement,
23 § 5.3.)

24 3. The Settlement falls within the range of reasonableness of a settlement which
25 could ultimately be given final approval by this Court, and appears to be presumptively valid,
26 subject only to any objections that may be raised at the Final Approval Hearing and final
27 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
28 \$850,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)

1 a \$50,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
2 which (\$37,500.00) will be paid to the State of California, Labor & Workforce Development
3 Agency and 25% of which (\$12,500.00) will be paid to eligible Aggrieved Employees; (c) Class
4 Representative service payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel’s attorneys’
5 fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$283,333.33), and up to
6 \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
7 Administration Costs of up to \$12,000.00.

8 4. The Court preliminarily finds that the terms of the Settlement appear to be within
9 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
10 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
11 and reasonable to the Class Members when balanced against the probable outcome of further
12 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
13 significant informal discovery, investigation, research, and litigation have been conducted such
14 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
15 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
16 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
17 the result of intensive, serious, and non-collusive negotiations between the Parties with the
18 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
19 that the Settlement Agreement was entered into in good faith.

20 5. A final fairness hearing on the question of whether the proposed Settlement,
21 attorneys’ fees and costs to Class Counsel, payment to the State of California, Labor &
22 Workforce Development Agency for its share of the settlement of claims for penalties under the
23 Private Attorneys General Act, and the class representatives’ enhancement awards should be
24 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
25 in accordance with the Implementation Schedule set forth below.

26 6. The Court provisionally certifies for settlement purposes only the following class
27 (the “Class”): “all persons employed by Defendant in California and classified as an hourly-paid
28 or non-exempt employee who worked for Defendant during the Class Period.” All Participating

1 Class Members, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors and assigns, will provisionally release
3 Defendants and the Released Parties from (i) all claims that were alleged, or reasonably could
4 have been alleged, based on the Class Period facts stated in the Operative Complaint.

5 7. “Class Period” means the period from June 5, 2018 to the earlier of the date of an
6 order approving Plaintiff’s Motion for Preliminary Approval of the Settlement, or June 1, 2024.

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

15 9. The Court appoints as Class Representatives, for settlement purposes only,
16 Plaintiff. The Court further preliminarily approves Plaintiffs’ ability to request an incentive
17 award up to \$10,000.00.

18 10. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,
19 Harry Erganyan, Mariam Nazaretyan and John Brown of Wilshire Law Firm, PLC as Class
20 Counsel. The Court further preliminarily approves Class Counsel’s ability to request attorneys’
21 fees of up to one-third of the Total Settlement Amount (i.e., \$283,333.33), and costs not to
22 exceed \$25,000.00.

23 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
24 reasonable administration costs estimated not to exceed \$12,000.00.

25 12. The Court approves, as to form and content the Class Notice, attached to the
26 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
27 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
28 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	August 14, 2024 [15 days after preliminary approval hearing]
Settlement Administrator to mail the Notice Packets	August 28, 2024 [No later than 14 days after receipt of Class Data]
Class Member Response Deadline	October 28 [60 days after sending Notice to Class]
Class Member Deadline to Object	December 27, 2024 [60 days after sending Notice to Class]
Deadline for Administrator to Submit Report	January 6, 2025 [10 days after objection deadline]
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	January 8, 2025 or _____ [16 court days before the calendared Final Approval Hearing]
Final Approval Hearing	January 31, 2025 or _____ [As ordered by the Court].

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. Harold W. Hopp
Riverside County Superior Court