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Attorneys for Plaintiffs ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROSEMARY IGLESIAS, an individual;
EVET RICO, an individual; MARIA RICO, an individual; on behalf of themselves and all others similarly situated and the general public,

Plaintiffs,

vs.

LAUNDRY PLANET, LLC, a California limited liability company; SANTA FE LAVANDERIA, LLC, a California limited liability company; YOUR LAUNDRY BUTLERS, LLC, a California limited liability company; ART JAEGER, an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. 23STCV28632

[Assigned for All Purposes to:
The Hon. William F. Highberger, Dept. SS10]

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

Date: March 18, 2025
Time: 10:30 a.m.
Dept: 10

1 This matter came on for hearing on March 18, 2025, at 8:30 a.m. in Department 10 of the
2 above-referenced Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 the Motion for Preliminary Approval of Class Action Settlement (“Motion”). Plaintiffs
4 ROSEMARY IGLESIAS, EVET RICO, and MARIA RICO (collectively, “Plaintiffs”) appeared
5 through their attorneys of record. Defendants Santa Fe Lavanderia LLC dba Santa Clarita
6 Laundry, Your Laundry Butlers, LLC dba Laundry Butler for You, Laundry Planet LLC dba The
7 Oaks Laundry, Valencia Laundry (a California S-Corp) dba Valencia Express Laundry Center,
8 Simi Valley Laundry LLC, and Art Jaeger (collectively “Defendants”) appeared through their
9 counsel of record.

10 Having fully reviewed and considered the Motion and moving papers, and having
11 analyzed the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached
12 as Exhibit A to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY
13 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

14 1. The Court preliminarily approves the proposed Settlement Agreement as being
15 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement
16 appears to be within the range of reasonableness of a settlement which the Court could ultimately
17 give final approval.

18 2. The initial capitalized terms in this Order shall have the same meanings as those
19 set forth in the Settlement Agreement.

20 3. The Court finds that the elements of numerosity, commonality, typicality and
21 adequacy have been established to support conditional certification of the Settlement Class for
22 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
23 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

24 All non-exempt current and former employees who worked in California
25 for Defendants and did not sign an arbitration agreement during the Class Period.

26 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
27 approves (a) Bartz Law Group, APC and United Employees Law Group, PC as Class Counsel;
28

and (b) Rosemary Iglesias, Evet Rico, and Maria Rico as Class Representatives. The Court appoints Xpand Legal Consulting, LLC as Settlement Administrator.

5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on _____, at _____ A.M., to review the notice process and objections to the Settlement, if any; and to determine whether the proposed Settlement on the terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court; to determine whether the Court should enter the Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for Class Counsel and the amount of the enhancement awards to approve for the Class Representatives.

6. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"), attached to the Settlement Agreement. The Court finds that distribution of the Settlement Notice substantially in the manner set forth in the Settlement Agreement and Settlement Notice meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Settlement Administrator shall supervise and administer the notice procedure as set forth in the Settlement Agreement as follows:

a. After entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data for purposes of mailing the Settlement Notices to Class Members. Defendant shall have up to twenty one (21) days to provide the Class Data after entry of the Preliminary Approval Order;

b. Upon receipt of the Class Data, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Parties

1 agree that this procedure for notice provides the best notice practicable to Class Members
2 and fully complies with due process;

3 c. Any Settlement Notice returned to the Settlement Administrator as non-
4 deliverable on or before the Response Deadline shall be re-mailed to the forwarding
5 address affixed thereto within five (5) business days of receipt of the returned Settlement
6 Notice by the Settlement Administrator. If no forwarding address is provided, the
7 Settlement Administrator shall attempt to determine a correct address by conducting a
8 Class Member Address Search;

9 d. The Settlement Administrator shall perform all other obligations required
10 under the Settlement Agreement, including those under section 7 of the Settlement
11 Agreement.

12 8. In order for any Settlement Class member to object to this Settlement, or any term
13 of it, the person making the objection may submit the objection to the Settlement Administrator
14 by no later than the Response Deadline specified in the Settlement Notice setting forth the
15 grounds of objection. Any objection shall be sent to the Settlement Administrator, not to the
16 Court. A Class Member may also appear personally or through an attorney, at his or her own
17 expense, at the Final Approval hearing to present his or her objection directly to the Court.

18 9. In order for any Settlement Class member to validly exclude themselves from the
19 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
20 be submitted to the Settlement Administrator postmarked no later than the Response Deadline.
21 Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court.
22 A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be
23 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a
24 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or
25 appear at the Final Approval Hearing to voice any objections to the Settlement.

26 10. At the Final Approval Hearing, the Court shall finally determine whether the
27 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
28 application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement

1 of Class Counsel's costs, and the Settlement Administrator expenses for administering the
2 Settlement.

3 11. The Court's preliminary approval of the Settlement is not to be deemed an
4 admission of liability or fault by Defendants, or a finding as to the validity of any claims or
5 defenses asserted in the Action.

6 12. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
8 further applications arising out of or connected with the proposed Settlement. In the event that
9 the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall
10 give notice of the continuance to any objectors to the Settlement.

11 13. If for any reason the Settlement ultimately does not become final, the parties will
12 return to their respective positions in this Action as those positions existed immediately before
13 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed
14 with this Court in connection with the Settlement will be deemed an admission of any kind by
15 any of the parties or used as evidence against, or over the objections of, any of the parties for any
16 purpose in this Action or in any other action.

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19 **IT IS SO ORDERED.**

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23 DATED: _____

Hon. William F. Highberger
Judge of the Superior Court

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