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

12 KENNETH WARTA JR. and MICHAEL
13 MUNOZ, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons,

14 *Plaintiffs,*

15 v.

16 LOZANO PLUMBING SERVICES,
17 INCORPORATED, a corporation; and DOES 1
through 10, inclusive,

18 *Defendants.*

Case No.: CVRI2304541

*[Assigned for All Purposes to the Hon.
Harold W. Hopp, Dept. 1]*

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

Preliminary Approval Hearing:

Date: July 7, 2026

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 119201875815

Action Filed: August 29, 2023

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[PROPOSED] ORDER

Having reviewed Plaintiffs Kenneth Warta Jr. and Michael Munoz's (collectively "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Lisa Mullins, the Declaration of Kenneth Warta Jr., the Declaration of Michael Munoz, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Lozano Plumbing Services, Incorporated ("Defendant") attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$800,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$40,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which (\$30,000.00) will be paid to California's Labor & Workforce Development Agency ("LWDA") and 25% of which (\$10,000.00) will be paid to eligible Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00 to each of the Plaintiffs (\$20,000.00 total); (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$266,666.66), and up to \$35,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$7,500.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within 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 approval hearing on the question of whether the proposed Settlement,
12 attorneys' fees and costs to Class Counsel, the PAGA Penalties, and the Class Representative
13 Service Payments should be finally approved as fair, reasonable and adequate as to the members
14 of the Class is hereby 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 "Class"): "all persons employed by Defendant in California and classified as an hourly-
17 paid non-exempt employee who worked for Defendant during the Class Period."

18 6. "Class Period" means the period from August 29, 2019, until Preliminary
19 Approval.

20 7. "Aggrieved Employees" means a person employed by Defendant in California
21 and classified as an hourly-paid non-exempt employee who worked for Defendant during the
22 PAGA Period.

23 8. "PAGA Period" means the period from September 22, 2022, to Preliminary
24 Approval.

25 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
28 of law and fact that are common, or of general interest, to all Settlement Class Members, which

predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Kenneth Warta Jr. and Michael Munoz. The Court further preliminarily approves Plaintiffs' ability to request a Class Representative Service Payment of up to \$10,000.00 for each of the Plaintiffs (\$10,000.00 total).

11. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Courtney M. Miller 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 (1/3) of the Gross Settlement Amount (currently estimated to be \$266,666.66), and actual costs not to exceed \$7,500.00.

12. The Court appoints ILYM Group Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$7,500.00. ILYM Group Inc. shall carry out the services delineated in the Settlement Agreement.

13. The Court approves, as to form and content the Class Notice which includes a Request for Exclusion Form and Objection Form (collectively "Class Notice"), attached hereto as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Class 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.

14. The Administrator shall mail the Class Notice to Class Members via first-class mail, as detailed in the Settlement Agreement. The Administrator shall translate the Class Notice to Spanish and include the translation in the Class Notice it mails to Class Members.

15. The Administrator shall establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval,

the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

16. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel.

17. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement. A Class Member may either object to the Settlement in person at the Final Approval Hearing or can submit a timely and valid written objection. Counsel or the Settlement Administrator must give notice to any objecting party of any continuance of the Motion for Final Approval Hearing.

18. Any request for exclusion must be submitted to the Settlement Administrator rather than filed with the Court. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every written objection and request for exclusion received by the Settlement Administrator. The Settlement Administrator shall redact any Social Security Numbers (or portion thereof) on every written objection and request for exclusion filed with the Court.

19. The Parties and the Settlement Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

20. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Settlement Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Settlement Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit Objections to the Settlement, Requests for Exclusion, and challenges to Workweeks and/or Pay Periods	45 days after the Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	November 10, 2026, at 8:30 a.m., in Dept. 1 of the above-referenced Court

21. 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
JUDGE OF THE SUPERIOR COURT