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on behalf of herself and others similarly situated

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

ANGELINA FAGUNDO, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

NORTH COAST OPPORTUNITIES, INC. a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23CV00840

CLASS ACTION

Assigned for All Purposes To:
Hon. Ann Moorman

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

Date: June 13, 2025
Time: 9:30 a.m.
Dept.: E

Original Complaint Filed: September 6, 2023
First Amended Complaint: November 13, 2023
Trial Date: None Set

ORDER

Plaintiff Angelina Fagundo (“Plaintiff”), on behalf of herself and other similarly situated employees of Defendant North Coast Opportunities, Inc. (“Defendant”) (collectively, “the Parties”), filed a Motion for Preliminary Approval of the Parties’ Class Action and PAGA Settlement (“Settlement Agreement”). The Motion was set for hearing on June 13, 2025, at 9:30 a.m. in Department E of the Mendocino Superior Court located at 100 North State Street, Ukiah, CA 95482. The Court, having considered the Settlement Agreement and the proposed Notice of Class Action and PAGA Settlement (“Class Notice”) which is 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, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, 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 non-exempt, hourly individuals employed by Defendant, who did not sign an arbitration agreement with Defendant, in California during the Class Period, which is the period from September 6, 2019, through April 7, 2025.

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. 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 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 Plaintiff and Class Members’ claims all arise from the same alleged events and course of conduct, and are based on

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

6 6. The preliminary approval of the class action settlement includes the approval for
7 purposes of the Settlement of Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim,
8 Rose Sorial, and Antonia McKee of D.Law, Inc. as Class Counsel, Plaintiff Angelina Fagundo as
9 Class Representative, and Phoenix Settlement Administrators (“Phoenix”) as the Settlement
10 Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to
11 all acts or consents required by or which may be given pursuant to the Settlement Agreement and
12 such other acts reasonably necessary to consummate the Settlement. The Settlement
13 Administrator is authorized to perform such acts as set forth in this Order and the Settlement
14 Agreement.

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

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

24 9. The Class Notice will be sent in a notice packet by first-class mail to the Class
25 Members in accordance with the schedule set forth in the Settlement Agreement. The dates
26 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
27 Settlement Agreement, meet the requirements of due process and provide the best notice
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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 (“Participating Class Member”) shall be bound by the terms of the
8 Settlement Agreement.

9 11. Only Participating Class Members may object to the Class portion of the
10 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
11 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration
12 Expenses Payment, and/or Class Representative Enhancement Award. Participating Class
13 Members may send written objections to the Settlement Administrator, by fax, email, or mail, by
14 the deadline set forth in the Class Notice. Participating Class Members may also appear in Court
15 (or hire an attorney to appear in Court at their own expense) to present verbal objections at the
16 Final Approval Hearing.

17 12. A Final Approval Hearing on the question of whether the proposed Settlement,
18 Class Counsel Fees and Litigation Expenses Payment to Class Counsel for attorneys’ fees and
19 reasonable expenses incurred in connection with this Action, Class Representative Enhancement
20 Award to Plaintiff for her service in this Action, and Administration Expenses Payment should be
21 approved as fair, reasonable, and adequate as to the Class and whether the Settlement should be
22 given final approval is scheduled on: _____, 2025 at _____.m. Plaintiff shall file
23 a motion for final approval of the Settlement no later than 16 court days prior to the Final
24 Approval Hearing.

25 13. The Settlement Agreement will not be construed as an admission or evidence of
26 either liability or the appropriateness of class certification in the non-settlement context, as more
27 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
28 rights of Defendant to oppose certification of a class in this action should the proposed Settlement

1 not be granted final approval. If, for any reason, the Court does not grant final approval of the
2 Settlement, all evidence and proceedings held in connection therewith shall be without prejudice
3 to the status quo ante rights of the parties to the litigation as more specifically set forth in the
4 Settlement Agreement.

5 14. All further proceedings in this action are stayed except such proceedings necessary
6 to review, approve, and implement this Settlement.

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

10 **IT IS SO ORDERED.**

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12 Dated: June __, 2025

13 Hon. Ann Moorman
14 Judge of the Superior Court
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