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Gerardo Tovar, and the Proposed Class
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 Gerardo Tovar, individually and on behalf
13 of others similarly situated, and on behalf
of other aggrieved employees pursuant to
the Private Attorneys General Act,
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15 Plaintiff,

16 vs.

17 Optima Family Services, Inc., a California
corporation; and DOES 1 through 50,
inclusive,
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19 Defendants.
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Case No.: 24STCV22183

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: December 2, 2026
Time: 2:00 PM
Dept.: 10
Judge: Hon. William F. Highberger

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on December 2, 2026, at 2:00 PM, the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiff Gerardo Tovar (“Plaintiff”), on
4 behalf of himself and the Settlement Class, and not opposed by Defendant Optima Family
5 Services, Inc. (“Defendant”), came on for hearing in Department 10 of the Los Angeles County
6 Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
7 California 90012.

8 After full consideration of the evidence, the pleadings and papers filed by the parties in
9 connection therewith, arguments of counsel and all other matters presented to the Court, and good
10 cause having been shown, IT IS HEREBY ORDERED that Plaintiff’s Motion for Preliminary
11 Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

12 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

13 1. This Order incorporates by reference the definitions in the Class Action and PAGA
14 Settlement Agreement and Class Notice (“Agreement” or “Settlement Agreement”), and all terms
15 defined therein shall have the same meaning in this Order as set forth in the Settlement
16 Agreement.

17 2. The Court recognizes that the parties stipulate and agree to certification of a class
18 for settlement purposes only. For settlement purposes only, the Court conditionally certifies the
19 following settlement class (the “Class” or “Settlement Class”): “all current and former non-
20 exempt or hourly paid employees who worked for Defendant at any time during the Class Period.”
21 The “Class Period” means the period from August 29, 2020 through the date the Court grants
22 preliminary approval of the Settlement. A “Participating Class Member” is a Class Member who
23 does not submit a valid and timely Request for Exclusion from the Settlement.

24 3. The “Aggrieved Employees” are defined as “all current and former non-exempt or
25 hourly paid employees who worked for Defendant in California at any time during the PAGA
26 Period.” The “PAGA Period” means the period from August 29, 2023 through the date the Court
27 grants preliminary approval of the Settlement.

28 4. The Court finds, for settlement purposes only, the requirements of California Code

1 of Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a
2 Class Member who has not requested exclusion from the Settlement.

3 5. Plaintiff Gerardo Tovar is hereby appointed and designated, for all purposes, as
4 the Class Representative, and Zack I. Domb and Devin E. Rauchwerger of Domb & Rauchwerger
5 LLP are hereby appointed and designated as counsel for Plaintiff and the Class (“Class Counsel”):

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8 Devin E. Rauchwerger
9 DOMB & RAUCHWERGER LLP
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11 Pasadena, California 91106
12 Telephone: (213) 537-9225
13 Email: zack@dombrauchwerger.com
14 Email: devin@dombrauchwerger.com

15 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or
16 consents required by, or which may be given pursuant to, the Settlement, and such other acts
17 reasonably necessary to consummate the Settlement. Any Class Member may enter an
18 appearance through counsel of such Class Member’s own choosing and at such Class Member’s
19 own expense. Any Class Member who does not enter an appearance or appear on his or her own
20 will be represented by Class Counsel.

21 6. The Court hereby approves on a preliminary basis the Settlement Agreement as
22 appearing on its face to be fair, reasonable, and adequate and to have been the product of serious,
23 informed, and extensive negotiations among Plaintiff, Defendant, and their respective counsel.

24 7. A final approval hearing shall be held before this Court on _____,
25 at _____ in Department 10 of the Los Angeles County Superior Court, located at Spring Street
26 Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary
27 matters concerning the Settlement, including: whether the proposed settlement of the Action on
28 the terms and conditions provided for in the Settlement Agreement is fair, adequate and

1 reasonable and should be finally approved by the Court; whether a Judgment, as provided in the
2 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement
3 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
4 finally approve Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
5 Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties
6 in the amount of \$48,750. The Final Approval hearing may be continued without further notice.

7 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
8 days prior to the hearing.

9 9. The Court hereby appoints Phoenix Settlement Administrators as Settlement
10 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
11 Class Members the Class Notice by first-class U.S. mail no later than fourteen (14) days after
12 receipt of the Class Data from Defendant, using the procedures set forth in the Settlement
13 Agreement. Class Members who do not opt out of the non-PAGA portion of the Settlement will
14 become Participating Class Members and will automatically receive their Individual Class
15 Payment.

16 10. The Court hereby approves, as to form and content, the Class Notice attached to
17 the Declaration of Devin E. Rauchwerger as **Exhibit 3**. The Court finds that distribution of the
18 Class Notice in substantially the manner and form set forth in the Settlement Agreement and this
19 Order meets the requirements of due process, is the best notice practicable under the
20 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. Prior
21 to mailing, the Settlement Administrator shall update Class Member addresses using the National
22 Change of Address database and shall perform the Address Search and re-mail returned Class
23 Notices as provided in the Settlement Agreement. Class Members may submit Requests for
24 Exclusion, objections, and challenges to their Workweeks to the Settlement Administrator in
25 accordance with the procedures and deadlines set forth in the Settlement Agreement.

26 11. The Court reserves the right to adjourn or continue the date of the final approval
27 and all dates provided for in the Settlement Agreement without further notice and retains
28 jurisdiction to consider all further applications arising out of or connected with the proposed

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Settlement.

IT IS SO ORDERED.

Dated: _____

HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT