

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Alan A. Wilcox, Esq. (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor J.D. Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

JOVANI OROZCO, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

SIERRACIN/SYLMAR CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV26564

Assigned to: Hon. Theresa M. Traber, Dept. 1

Complaint filed: October 30, 2023
FAC filed: February 14, 2024
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: August 13, 2026
Time: 10:30 a.m.
Dept: 1

1 The Court has before it Plaintiff Jovani Orozco's ("Plaintiff" or "Class Representative")
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed
3 the Motion along with the accompanying papers, the Class Action and PAGA Settlement
4 Agreement and Class Notice (which is referred to here as the "Settlement" or "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Sierracin/Sylmar Corporation ("Defendant," and together with Plaintiff, the
11 "Parties"). A true and correct copy of the Settlement Agreement is attached to the Declaration
12 of Conor J.D. Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action
13 Settlement submitted to the Court as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the final approval hearing and final approval
17 by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$830,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
19 Members (as defined below) who do not validly opt out; (b) a \$50,000.00 payment for penalties
20 under the Private Attorneys General Act ("PAGA"), with 75% of which (\$37,500.00) being paid
21 to the LWDA (the "LWDA PAGA Payment") and 25% (\$12,500.00) being paid to eligible
22 Aggrieved Employee (the "Individual PAGA Payment") (as defined in the Settlement
23 Agreement); (c) an enhancement award of up to \$10,000.00 for Plaintiff (the "Class
24 Representative Service Payment"); (d) Class Counsel's attorneys' fees not to exceed 33 and
25 1/3% of the Gross Settlement Amount (\$276,666.67) (the "Class Counsel Fees Payment"), and
26 up to \$30,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class
27 Counsel Litigation Expenses Payment"); and (e) a payment to Apex Class Action, LLC. (the
28 "Administrator") of up to \$10,950.00 (the "Administration Expenses Payment").

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

13 4. A final fairness hearing on the question of whether the proposed Settlement, Class
14 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
15 Payment for its share of the settlement of claims for penalties under the PAGA, and the Class
16 Representative Service Payment should be finally approved as fair, just, reasonable and
17 adequate as to the Class is hereby set in accordance with the implementation schedule set forth
18 below.

19 5. For settlement purposes, the Court provisionally certifies the Class defined as all
20 persons who have been employed by Defendant in California and classified as an hourly-paid
21 or non-exempt employee who worked for Defendant during the Class Period (each “Class
22 Member” collectively the “Class”). The Class Period is the period from May 5, 2019 to June
23 30, 2025, or as modified pursuant to Paragraph 8 of the Settlement Agreement, whichever is
24 earliest (the “Class Period”).

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

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

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints ILYM Group, Inc. as the "Administrator" with the Administrator Costs estimated not to exceed \$10,950.00.

10. The Court approves, as to form and content the class notice, attached as **Exhibit A** to the Settlement Agreement (the "Class Notice"). A true and correct copy of the Class Notice is attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that the plan for distribution of the Class Notice to 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.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 14 business days after the Court grants Preliminary Approval of the Settlement
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Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	December 31, 2026, at 8:30 a.m., or first available date thereafter, in Department 1. The hearing may be continued to another date without further notice to the Class Members.

14. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Order Granting Preliminary Approval a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties.

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15. 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.

16. _____

IT IS SO ORDERED.

DATE:

Hon. Theresa M. Traber
Los Angeles County Superior Court