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**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 for all purposes to the Hon. Theresa
M. Traber, Dept. 1]*

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

PRELIMINARY APPROVAL HEARING

Date: August 13, 2026

Time: 10:30 a.m.

Dept: 1

Complaint filed: October 30, 2023

FAC filed: February 14, 2024

Trial date: None set

[PROPOSED] ORDER

The Court has before it Plaintiff Jovani Orozco’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”). Having reviewed the Motion along with the accompanying papers, the First Amended Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”), and good cause appearing, the Court hereby finds and **ORDERS** as follows:

1. The Court finds on a preliminary basis that the 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 Class (as defined below) based upon the terms set forth in the Agreement between Plaintiff and Defendant Sierracin/Sylmar Corporation (“Defendant”) (collectively, the “Parties”). A true and correct copy of the Agreement is attached to the Declaration of Karen L. Wallace in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement submitted to the Court as **Exhibit 1**. A true and correct copy of the Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached thereto as **Exhibit A**.

2. The Settlement falls within the range of reasonableness of a settlement that 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 \$830,000.00 (“Gross Settlement Amount”) to pay (a) Individual Class Payments to Class Members (as defined below) who do not validly opt out (“Participating Class Members”); (b) PAGA Penalties in the amount of \$50,000.00 to settle claims under the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 75% (\$37,500.00) to the Labor and Workforce Development Agency (“LWDA”) (the “LWDA PAGA Payment”) and 25% (\$12,500.00) to eligible Aggrieved Employees (as defined in the Agreement), distributed on a pro rata basis as Individual PAGA Payments; (c) a Class Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) a Class Counsel Fees Payment of up to \$276,666.67 (33 and 1/3% of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of up to \$30,000.00 for litigation

1 expenses incurred; and (e) an Administration Expenses Payment to Apex Class Action, LLC
2 (the “Administrator”) of up to \$15,000.00.

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

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

20 5. For settlement purposes, the Court provisionally certifies a Class defined as all
21 persons who have been employed by Defendant in California and classified as an hourly-paid
22 or non-exempt employee who worked for Defendant during the period from May 5, 2019, to
23 May 18, 2025 (“Class Period”).

24 6. The Court finds, for settlement purposes only, that the Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: 1) Class
26 Members are so numerous that joinder is impractical; 2) there are questions of law and fact that
27 are common, or of general interest, to all Class Members and predominate over individual
28 issues; 3) Plaintiff’s claims are typical of Class Members’ claims; 4) Plaintiff and Class Counsel

will fairly and adequately protect the interests of the Class; 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, and preliminarily approves Plaintiff's request for a Class Representative Service Payment in an amount not to exceed \$10,000.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Angela Leong, and Chase M. Stern of Wilshire Law Firm, PLC as Class Counsel. The Court preliminarily approves the requests for a Class Counsel Fees Payment in an amount not to exceed \$276,666.67 and a Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000.

9. The Court appoints ILYM Group, Inc. as the Administrator and preliminarily approves the request for an Administration Expenses Payment in an amount not to exceed \$15,000.

10. The Court approves, as to form and content the Class Notice, attached as **Exhibit A** to the Agreement, *supra*. 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 Agreement.

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

13. The Court orders the following implementation schedule:

Defendant to provide Class Data to the Administrator	Within 14 business days after the Court grants Preliminary Approval
Administrator to mail the Class Notice	Within 14 days after receipt of the Class Data from Defendant

Response Deadline	45 days after Class Notice is mailed by the Administrator 14 days additional days for any notices that were re-sent
Deadline to file Motion for Final Approval	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 Class Members.

14. Neither the Settlement nor any of the terms set forth in the Agreement constitute 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. 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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1 15. The Court ORDERS further that, pending further order of this Court, all proceedings
2 in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

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7 **IT IS SO ORDERED.**

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9 Date: _____

10 Hon. Theresa M. Traber
11 Judge of the Superior Court
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