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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAR 4 2025

BY Melissa White
MELISSA WHITE, DEPUTY

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN BERNARDINO**
13 **SAN BERNARDINO JUSTICE CENTER**

14 JOSE IVAN ARROYO, individually, and
15 on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 TIJUANAZO INC., a California
19 corporation, EL TIJUANZO CORP, a
20 California corporation, BIRRIERIA EL
21 TIJUANAZO, an unknown business entity;
22 and DOES 1 through 50, inclusive,
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Defendants.

Case No.: CIVSB2404841

[Hon. Tony Raphael, Dept. S-36]

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

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it, Plaintiff's unopposed Motion for Preliminary Approval of Class
3 Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement
4 Agreement and Release ("Settlement Agreement") and exhibits attached thereto, and good cause
5 appearing therefore, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the settlement memorialized in the
7 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
8 and therefore meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes only the following class (the
10 "Class" or "Settlement Class"):

11 3. "Class" means: all non-exempt, hourly employees who worked for Defendants at any time in
12 the state of California from February 6, 2020, through December 31, 2024.

13 "Class Period" means the time period from February 6, 2020 through
14 December 31, 2024.

15 4. The Court conditionally approves for settlement purposes only the PAGA allocation of
16 this settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA
17 Members.

18 The PAGA Period is from November 28, 2022 through December 31, 2024.

19 5. The Court finds, for settlement purposes only, that the Class meets the requirements
20 for certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
21 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
22 interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical
23 of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the
24 interests of the Class; and (5) a class action is superior to other available methods for the fair and
25 efficient adjudication of the controversy.

26 6. The Court appoints, for settlement purposes only, Plaintiff Jose Ivan Arroyo as
27 Representative for the Class.

28 7. The Court appoints, for settlement purposes only, The Wheeler Law Firm, APC, as

1 Counsel for the Class.

2 8. The Parties are ordered to carry out the Settlement according to the terms of the
3 Settlement Agreement.

4 9. The Court appoints Phoenix Settlement Administrators ("Phoenix") as the Settlement
5 Administrator and is ordered to carry out the administration of the settlement according to the terms
6 of the Settlement Agreement.

7 10. The Court approves as to form and content of the Class Action and PAGA Settlement
8 Notice. The Court finds that the dates selected for the mailing and distribution of the Notice Packet
9 meet the requirements of due process, provide the best notice practicable under the circumstances,
10 and shall constitute due and sufficient notice to all persons entitled thereto.

11 11. If any Class Member objects to the Settlement Agreement, the objecting party is not
12 required, either personally or through counsel: 1) to appear at the hearing on the motion for final
13 approval for that party's objection to be considered; or 2) to file or serve, or to state in the objection,
14 a notice of intention to appear at the hearing on the motion for Final Approval of the Class Settlement.

15 12. Phoenix, the Settlement Administrator, shall provide notice to any objecting party of
16 any continuance of the hearing of Plaintiff's Motion for Final Approval.

17 13. The Parties are ordered to carry out the Settlement according to the following
18 implementation schedule:

Event	Date
Last day for Defendants to provide the Settlement Administrator with the Class Information	March 18, 2025
Last day for Settlement Administrator, Phoenix to mail Class Notice	March 28, 2025
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	May 12, 2025
Last Day for Plaintiffs to file Motion for Final Approval of the Class Settlement, Attorneys' Fees and Costs and Class Representative Service Award	Per Code
Final Approval Hearing	June 30, 2025 July 1, 2025

1 14. The Court finds that the method of giving notice to the Class constitutes the best means
2 practicable of providing notice under the circumstances. The Court further finds that the Notice Packet
3 and the method of giving notice to the Class meet the requirements of California Code of Civil
4 Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the
5 California and United States Constitutions, and other applicable law.

6 15. At the Final Approval Hearing, the Court will consider whether the Settlement should
7 be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and
8 whether the payments provided for under the Settlement, including attorneys' fees and costs and class
9 representative service award, should be finally approved and granted.

10 16. Pending the Final Approval Hearing, all proceedings in this Action, other than
11 proceedings necessary to implement the Settlement and this Order, are stayed.

12 **IT IS SO ORDERED.**

13
14 DATED: 3/4/05

TONY RAPHAEL

HONORABLE TONY RAPHAEL
JUDGE OF THE SUPERIOR COURT