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Attorneys for Plaintiff KARINA HUIZAR RODRIGUEZ,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KARINA HUIZAR RODRIGUEZ, as an
individual and on behalf of all employees similarly
situated,

Plaintiff,

v.

TFC MANUFACTURING INC., a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV02351

[Assigned for all purposes to Hon. Elihu M.
Berle]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

Date: February 24, 2025
Time: 10 a.m.
Courtroom: Dept. 6
Judge: Hon. Elihu M. Berle

Action Filed: January 30, 2024
Trial: Not Set

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

2 This matter came on for hearing on February 24, 2025, upon the Motion for Preliminary
3 Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND
4 PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement”) *see*
5 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and
6 PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court preliminarily finds that the terms of the proposed class action Settlement are
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

14 3. The Court finds that the Settlement has been reached as a result of intensive, serious and
15 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
16 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
17 their respective positions. The Court also finds that settlement at this time will avoid additional
18 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the action. The Court finds that the risks of further prosecution are substantial.

20 4. The Parties’ Settlement is granted preliminary approval as it meets the criteria for
21 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
22 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
23 The Class meets the requirements for conditional certification for settlement purposes only under Code
24 of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed
25 settlement Class of the terms of the proposed settlement.

26 5. The Parties’ proposed notice plan is constitutionally sound because individual notices
27 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the
28 best notice practicable. The Parties’ proposed Class Notice, attached to the Settlement as Exhibit A, is

1 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
2 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
3 to participate in the settlement, and the processes for doing so, and the date and location of the final
4 approval hearing and are therefore approved.

5 6. The following persons are certified as Class Members solely for the purpose of entering
6 a settlement in this matter:

7 All persons who worked for Defendant in California as an hourly paid, non-exempt
8 employee and who did not sign individual settlement and release agreements with
9 Defendant during the Class Period (the “Class Period” is January 30, 2020 through
10 October 25, 2024.) “Participating Class Members” are those Class Members who do not
submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶¶ 1.5,
1.12, 1.35.)

11 7. The following persons are PAGA Group Employees for the purpose of entering a
12 settlement in this matter:

13 All persons who worked for Defendant in California as an hourly paid, non-exempt
14 employee and did not sign individual settlement and release agreements with Defendant
15 during the PAGA Period. (the “PAGA Period” is January 30, 2023 through October
25, 2024.) PAGA Group Members cannot opt out of the settlement of the PAGA claim.
(Settlement, ¶¶ 1.4, 1.31.)

16 8. Plaintiff KARINA HUIZAR RODRIGUEZ is appointed as the Class Representative.
17 The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action
18 litigation and have no conflicts of interest with absent Class Members, and that they adequately
19 represented the interests of absent class members in the Litigation. Tunyan Law, APC and The
20 Sentinel Firm, APC are appointed Class Counsel.

21 9. The Court appoints Simpluris, to act as the Settlement Administrator, pursuant to the
22 terms set forth in the Agreement.

23 10. Defendant is directed to provide the Settlement Administrator the names and most
24 recent known mailing addresses of Class Members and any other information required in accordance
25 with the Agreement (the “Class Database”).

26 11. The Settlement Administrator is directed to mail the approved Class Notice by first-
27 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement
28

1 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the
2 correct time and place for the Final Approval Hearing.

3 12. Class Members will be bound by the Agreement unless they submit a timely and valid
4 written request to be excluded from the Settlement, postmarked by the response deadline. Any request
5 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class
6 members are not required to send copies of their Exclusion request to counsel. The Settlement
7 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every
8 Exclusion request received by the Settlement Administrator.

9 13. To be considered, Class Members must timely file and serve their written objections in
10 accordance with the Agreement.

11 14. Upon completion of the Notice process, the Settlement Administrator shall provide a
12 report of the results of that process to Counsel for all Parties.

13 15. A final approval hearing will be held on _____, 2025, at
14 _____, in Department 6, to determine whether the settlement should be granted final approval as
15 fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
16 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
17 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
18 and this Order.

19 16. As set forth in the Notice, any Class Member may appear at the final approval hearing
20 in person or by his or her own attorney or virtually via LACourtConnect <https://www.lacourt.org/lacc/>
21 and show cause why the Court should not approve the settlement.

22 17. The Court reserves the right to continue the date of the final approval hearing without
23 further notice to Class Members.

24 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing
25 of the motion for final approval.

26 19. The Court retains jurisdiction to consider all further applications arising out of or in
27 connection with the settlement.

28 20. In the event that the Settlement does not become effective in accordance with the terms

1 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
2 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
3 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
4 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
5 of the Actions.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Hon. Elihu M. Berle
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 355 S. Grand Ave., Suite 1450
Los Angeles, California 90071.

7 On the date indicated below, I served the document described as: **PROPOSED] ORDER**
8 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
9 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
interested parties as follows and as stated on the attached service list:

10 Laurie M. Cortez
11 lauriecortez@emiliolaw.com
12 info@emiliolaw.com
13 Rachel Thomas
14 rachelthomas@emiliolaw.com
15 **EMILIO LAW GROUP, APC**
16 12832 Valley View Street, Suite 106
17 Garden Grove, California 92845
18 Tel: 714-379-6239
19 Fax: 714-379-5444

20 *Attorneys for Defendant TFC MANUFACTURING INC.*

21 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
22 to accept electronic service, I caused the documents to be sent to the persons at the
23 electronic service addresses listed above via third-party cloud service
24 **CASEANYWHERE**. I did not receive an error message.

25 I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct.

27 Executed on January 17, 2025 at Glendale, California.

28 

KAREN ARELLANO

Name

Signature