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5 Attorney for Plaintiff,
ALEXIS ROCHA, and all others similarly situated

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
8 **(UNLIMITED JURISDICTION)**

9 ALEXIS ROCHA, on behalf of himself, all
10 others similarly situated, and on behalf of
11 other “aggrieved employees” under PAGA,

12 Plaintiff,

13 vs.

14 KIPP SOCAL PUBLIC SCHOOLS; and
15 DOES 1 to 25, inclusive,

16 Defendants.

Case No.: 24STCV14877

*[Assigned for all purposes to Honorable
Theresa M. Traber, Judge]*

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

Hearing Date: July 6, 2026

Time: 4:00 p.m.

Department: 1

Complaint Filed: June 13, 2024

1 Plaintiff Alexis Rocha’s (“Plaintiff”) Unopposed Motion for Preliminary Approval of
2 Class Action and PAGA Settlement was scheduled for hearing before the Court on May 27,
3 2026 at 10:30 a.m., before the Honorable Theresa M. Traber, Judge Presiding.

4 The Court, having considered the fully executed Class Action and PAGA Settlement
5 and Release (the “Settlement”) attached as Exhibit 1 to the Declaration of Harout Messrelian
6 and the exhibits attached thereto; having considered Plaintiff’s Unopposed Motion for
7 Preliminary Approval of Class Action and PAGA Settlement memorandum of points and
8 authorities, supporting declarations filed therewith, and good cause appearing thereto,
9 **HEREBY ORDERS THE FOLLOWING:**

10 1. The Court grants preliminary approval of the Settlement and the Class based
11 upon the terms set forth in the Settlement filed previously. All capitalized terms used herein
12 shall have the same meaning as defined in the Settlement. The Court has determined there is
13 sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and
14 reasonable to the Class and (b) the Settlement falls within the range of reasonableness and
15 appears to be presumptively valid, subject only to any objections that may be raised at the
16 final hearing and final approval by this Court. The Court will make a determination at the
17 Final Approval Hearing of whether the Settlement is fair, adequate and reasonable to the
18 Class.

19 2. For purposes of this Order, the Class is defined as follows:

20 The “Class” or “Class Members” are all current and former non-exempt, hourly-paid
21 employees who worked for Defendant KIPP SOCAL PUBLIC SCHOOLS
22 (“Defendant”) in California at any time during the Class Period. “Class Period” means
any time between June 13, 2020, through June 13, 2026.

23 3. The Court hereby preliminarily finds that the Settlement was the product of
24 serious, informed, non-collusive negotiations conducted at arm’s length by the Parties. In
25 making this preliminary finding, the Court considered the nature of the claims set forth in the
26 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement,
27 the allocation of Settlement proceeds to the Class, and the fact that the Settlement represents a
28 compromise of the Parties’ respective positions. The Court further preliminarily finds that the

1 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
2 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
3 Settlement was entered into in good faith.

4 4. The Court finds that the dates set forth in the Settlement for mailing and
5 distribution of the Class Notice meet the requirements of due process and provide the best
6 notice practicable under the circumstances, and constitute due and sufficient notice to all
7 persons entitled thereto, and directs the mailing of the Class Notice by first class mail to the
8 Class as set forth in the Settlement. Accordingly, the Court orders the following
9 implementation schedule for further proceedings:

- 10 a. Within twenty (20) business days after the Court's Preliminary Approval of
11 the Settlement, Defendant shall provide to the Settlement Administrator the
12 Class List, an electronic database containing the names, last known
13 addresses, last known telephone numbers (if any), last known email
14 addresses (if any), social security numbers or tax ID numbers of each Class
15 Member and Aggrieved Employee, along with: (1) the total number of
16 workweeks that each Class Member worked for Defendant in California
17 during the Class Period; (2) the total number of pay periods that each
18 Aggrieved Employee worked for Defendant in California during the PAGA
19 Period.
- 20 b. Within ten (10) business days after receiving the contact information for
21 the Class Members and Aggrieved Employees, the Settlement
22 Administrator shall mail and email (if email addresses are available) the
23 agreed-upon and Court-approved Settlement Notice to Class Members and
24 Aggrieved Employees. The Settlement Administrator shall provide notice
25 to Class Counsel and Defendant's Counsel that the Settlement Notice has
26 been mailed.
- 27 c. Any Settlement Notice returned to the Settlement Administrator with a
28 forwarding address shall be re-mailed within three (3) business days

1 following receipt of the returned mail. If no forwarding address is provided,
2 the Settlement Administrator shall promptly attempt to determine a correct
3 address using a skip-trace, or other search using the name, address and/or
4 Social Security number of the Class Member involved and shall re-mail the
5 Notice of Settlement. In the event that a Settlement Notice is re-mailed to a
6 Class Member, the Response Deadline shall be extended fifteen (15)
7 calendar fays from the original Response Deadline.

- 8 d. Within ten (10) business days after the Response Deadline, the Settlement
9 Administrator shall provide Defendant's Counsel and Class Counsel,
10 respectively, a report showing: (i) the names of Class Members and
11 Aggrieved Employees; (ii) the Settlement Awards owed to each Class
12 Member and Aggrieved Employee; (iii) the final number of Class Members
13 who have submitted objections or valid letters requesting exclusion from
14 the Settlement; and (iv) the number of undeliverable Notices of Settlement.
15 Upon completion of administration of the Settlement, the Settlement
16 Administrator shall provide written certification of such completion to
17 counsel for all Parties and the Court. This written certification shall include
18 the total number of Settlement Class Members and Aggrieved Employees,
19 the average recovery per Class Member who does not request exclusion,
20 the median recovery per Class Member who does not request exclusion, the
21 largest and smallest amounts paid to Class Members who do not request
22 exclusion, and the number and value of checks not cashed.
- 23 e. Defendant will not take any adverse action against any current or former
24 employee on the grounds that he/she is eligible to participate and/or does
25 participate in the Settlement. Defendant will not discourage participation in
26 this Settlement Agreement or encourage objections or opt-outs.
- 27 f. Within ten (10) business days after the conclusion of the 180-day check
28 cashing period below, the Settlement Administrator shall provide

Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

5. The Court approves, as to form and content, the Notice of Class Action Settlement, attached as Exhibit A to this Order. The Court also approves the procedure for members of the Class to object to the Settlement set forth in the Class Notice.

6. The Court approves, for settlement purposes only, Harout Messrelian of Messrelian Law Inc. as Class Counsel.

7. The Court approves, for settlement purposes only, Plaintiff Alexis Rocha as the Class Representative.

8. The Court approves APEX Class Action LLC as the Settlement Administrator and orders APEX Class Action LLC to perform the duties described in Paragraph 4 and its subparts.

9. A Final Approval Hearing shall be held at 10:30 a.m. on December 1, 2026, in Department 1 of the Superior Court for the State of California, County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the application of Class Counsel for an award of reasonable attorneys' fees and costs incurred and the Incentive Award. All briefs and materials in support of the Motion for an Order of Final Approval and Judgment and Application for Attorneys' Fees and Costs shall be filed with this Court sixteen (16) court days prior to the final approval hearing.

10. If for any reason the Court does not execute and file an Order of Final Approval and Judgment, or if the Settlement is not Final, as defined in the Settlement, the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

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1 11. The Court expressly reserves the right to adjourn or continue the Fairness
2 Hearing from time to time without further notice to members of the Class. The Settlement
3 Administrator shall give prompt notice of any continuance to Class Members who object to
4 the Settlement.

5 **IT IS SO ORDERED.**

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7 Date: _____, 2026

8 Honorable Theresa M. Traber
9 Judge of the Los Angeles Superior Court
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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 101 N. Brand Blvd, Suite 1450, Glendale, CA 91203.

Elizabeth Y. Mu
Elizabeth.mu@fmglaw.com
 William A. Munoz
Bill.Munoz@fmglaw.com
FREEMAN MATHIS & GARY LLP

(BY MAIL) I caused such envelope to be deposited in the mail at Glendale, California. The envelope was mailed with postage thereon fully paid. As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence from mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

X (BY ELECTRONIC TRANSMISSION) I caused such document to be delivered via electronic transmission to the addressee(s) listed above.

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

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