

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Samantha A. Smith (SBN 233331)
samantha.smith@wilshirelawfirm.com
3 John Brown (SBN 233605)
jbrown@wilshirelawfirm.com
4 Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
5 Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
6 **WILSHIRE LAW FIRM**
3055 Wilshire Blvd., 12th Floor
7 Los Angeles, California 90010
Telephone: (213) 381-9988
8 Facsimile: (213) 381-9989

9 Attorneys for Plaintiff

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF STANISLAUS**

13 CHRISTINA PEREZ, individually, and on behalf
14 of all others similarly situated,

15 *Plaintiff,*

16 v.

17 THE CARSWELL GROUP INC. DBA
INDEPENDENT MANAGEMENT SERVICES, a
18 Michigan corporation; and DOES 1 through 10,
inclusive,

19 *Defendants.*

Case No.: CV-23-007642 (Lead Case)
Case No.: CV-24-003622

Assigned for all purposes to:
Hon. John R. Mayne
Dept. 21

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

19 Date: April 25, 2025
20 Time: 8:30 a.m.
Dept.: 21

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Christina Perez ("Plaintiff") Motion for Preliminary Approval
3 of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's
4 declaration, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
5 and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement Agreement and the Settlement Class
9 based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant The
10 Carswell Group Inc. dba Independent Management Services ("Defendant"), attached to the
11 Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class
12 Action and PAGA Settlement as **Exhibit 1**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$110,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
19 which (\$7,500.00) will be paid to the State of California, Labor & Workforce Development
20 Agency and 25% of which (\$2,500.00) will be paid to eligible Aggrieved Employees; (c) Class
21 Representative Service Payment of up to \$5,000.00 to Plaintiff Christina Perez; (d) Class
22 Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e.,
23 \$36,666.66), and up to \$30,000.00 in costs for actual litigation expenses incurred by Class
24 Counsel; and (e) Settlement Administration Costs of up to \$5,750.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
28 and reasonable to the Class Members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and the Class Representative Service Payment should be finally
13 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Class"): "means all individuals who are or were employed by Defendant or performed
17 work for Defendant as non-exempt employees in California during the Class Period."

18 6. "Class Period" means the period from December 28, 2019 through December 31,
19 2024.

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

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff. The Court further preliminarily approves Plaintiff Christina Perez’s ability to request
2 a Service Payment up to \$5,000.00.

3 9. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
4 Smith, John Brown, Eugene Zinovyev, and Lisa B. Iturriaga of Wilshire Law Firm, PLC, as
5 Class Counsel. The Court further preliminarily approves Class Counsel’s ability to request
6 attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$36,666.66), and
7 costs not to exceed \$30,000.00.

8 10. The Court appoints Phoenix Class Action Administration Solutions (“Phoenix”)
9 as the Settlement Administrator with reasonable administration costs estimated not to exceed
10 \$5,750.00.

11 11. The Court approves, as to form and content the Class Notice, attached to the
12 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
13 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
14 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
15 thereto.

16 12. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

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

20 14. The Court orders the following implementation schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	_____, 2025 (21 days after the Court grants Preliminary Approval of the Settlement)
Settlement Administrator to mail the Notice Packets	_____, 2025 (14 days after receipt of Class Data)

EVENT:	DEADLINE:
Class Member Response Deadline	_____, 2025 (45 days after mailing Notice to Class)
Class Member Deadline to Object	_____, 2025 (45 days after mailing Notice to Class)
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	_____, 2025 (14 days before the last day to file Plaintiff's Motion for Final Approval)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Payment to Plaintiff	_____, 2025 (16 court days before the calendared Final Approval Hearing)
Final Approval Hearing	_____, 2025 at _____ a.m./p.m.

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.

IT IS SO ORDERED.

DATE:

Hon. John R. Mayne
Stanislaus County Superior Court

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PROOF OF SERVICE

*Perez v. The Carswell Group, Inc. dba Independent Management Services
County of Stanislaus Case No.: CV-23-007642*

I, Jonathan Daniel Melendez, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is Jonathan.melendez@wilshirelawfirm.com

On April 3, 2025, I served the foregoing: **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties below and by following the method of service as follows:

Brandon D. Saxon (SBN: 252712)

bsaxon@grsm.com

Heather T. Daiza (SBN: 323272)

hdaiza@grsm.com

GORDON REES SCULLY MANSUKHANI, LLP

101 W. Broadway, Suite 2000

San Diego, CA 92101

Telephone: (619) 544-7229

Facsimile: (619) 696-7124

Attorneys for Defendant

THE CARSWELL GROUP, INC. DBA INDEPENDENT MANAGEMENT SERVICES

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at email addresses listed above using One Legal.

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

Executed on April 3, 2025, at Oakland, California.

Jonathan Daniel Melendez

Type or Print Name


Signature