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Attorneys for Plaintiffs BRITTNI AGHEDO and
IEASHA PETERS, individually and on behalf of
others similarly situated, and JIMMY QUEVEDO,
individually, on behalf of others similarly situated
and aggrieved employees pursuant to the California
Private Attorneys General Act
(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BRITTNI AGHEDO and IEASHA PETERS,
individually and on behalf of others similarly
situated, and JIMMY QUEVEDO, individually,
on behalf of others similarly situated and
aggrieved employees pursuant to the California
Private Attorneys General Act

Plaintiff,

vs.

VILLA ESPERANZA SERVICES, a California
501(c)(3) non-profit organization; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23STCV27362

*Assigned for All Purposes to the Honorable
Carolyn B. Kuhl, Dept. SS-12*

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

Complaint Filed: November 6, 2023
FAC Filed: March 13, 2025

1 **[PROPOSED] ORDER**

2 On July 2, 2025, at 10:00 a.m. in Department SS-12 H of the above-captioned Court located at
3 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Brittni Aghedo, Ieasha Peters, and Jimy
4 Quevedo (“Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement came on
5 for hearing before the Honorable Carolyn B. Kuhl. Blackstone Law, APC and Haines Law Group, APC
6 appeared on behalf of Plaintiffs and Berger Kahn appeared on behalf of Defendant Villa Esperanza
7 Services, Inc. (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters presented
9 to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for Preliminary Approval
10 of the Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 Plaintiffs request that the Court enter an Order:

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
14 Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Karen
15 I. Gold in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.
16 Upon review, this Court has determined that the Settlement falls within the range of fair, adequate, and
17 reasonable resolutions of these matters.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and all
19 capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement
20 Agreement.

21 3. The Settlement appears to be fair, adequate, and reasonable. The Court finds that extensive
22 investigation and research have been conducted such that counsel for the parties were able to reasonably
23 evaluate their respective positions, and that the Settlement will avoid substantial additional costs and the
24 delay and risks of further prosecution of the case. The Court further finds that the Settlement was reached
25 as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in
26 good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
28 Counsel’s Attorneys’ Fees and Costs, Enhancement Payments, LWDA Payment, Settlement

Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the risks of further litigation relating to certification, liability, and damages requirements of California Labor Code § 2699(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All current and former hourly-paid and/or nonexempt employees who worked for Defendant within the State of California at any time during the Class Period.

(Class Period is defined as the period from November 6, 2019 through December 3, 2024)

7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, Noam Y. Reiffman, and Marissa A. Mayhood of Blackstone Law, APC and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Brittni Aghedo, Ieasha Peters, and Jimmy Quevedo as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints Apex Class Action, LLC to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within fourteen (14) calendar days of entry of the order of Preliminary Approval,
2 Defendant will provide the Settlement Administrator with the following information for each Class
3 Member: (1) full name; (2) last known mailing address; (3) Social Security number; and (4) dates worked
4 for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement
5 Administrator to calculate the Workweeks and PAGA Workweeks (collectively referred to as the “Class
6 List”).

7 11. The Court approves, both as to form and content, the Notice of Class & Representative
8 Action Settlement (“Class Notice”) attached to the Settlement Agreement as Exhibit A. The Class Notice
9 shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds
10 that the Class Notice appears to fully and accurately inform the Class Members of all material elements
11 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
12 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them by
13 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to object
14 to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
15 further finds that the Class Notice will be addressed to the name of each Class Member. The Court further
16 finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement
17 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
18 meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled
19 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class
20 U.S. Mail in English, Spanish, and Tagalog to all Class Members no later than seven (7) calendar days
21 of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose
24 to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the
25 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the
26 date that is forty-five (45) calendar days after the initial mailing of the Class Notice by the Settlement
27 Administrator to Class Members (“Response Deadline”). In the event that a Class Notice is re-mailed to
28 a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar

1 days from the original Response Deadline. Any such person who timely and validly chooses to opt out
2 of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
3 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment
4 thereon. Notwithstanding the above, all PAGA Employees will be issued their Individual PAGA
5 Payment, irrespective of whether they submit a Request for Exclusion. To the extent a Class Member
6 does not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members), such Class
7 Member shall be bound by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on _____ at
9 _____ a.m./p.m. in Department SS-12 H of the above-captioned Court located at 312 N.
10 Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the
11 Settlement, including: whether the proposed settlement of this action on the terms and conditions
12 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the
13 Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
14 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
15 Members and PAGA Employees; and determine whether to approve the requests for the Class Counsel's
16 Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for
17 the LWDA Payment.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
19 Counsel's Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs,
20 along with the appropriate declarations and supporting evidence, including the Settlement
21 Administrator's declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard
22 at the Final Approval Hearing.

23 15. To object to the Class Settlement, Settlement Class Members must submit a timely and
24 complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the
25 Response Deadline. The notice of objection must: (a) contain the case name and number of the Actions
26 (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa*
27 *Esperanza Services*, Case No. 24STCV04374); (b) contain the objector's full name, signature, address,
28 telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a

1 written statement of all grounds for the objection accompanied by any legal support for such objection;
2 (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e)
3 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
4 Response Deadline.

5 16. Settlement Class Members, individually or through counsel, may also present their
6 objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of
7 Objection.

8 17. In the event the Settlement does not become effective in accordance with the terms of the
9 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to
10 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the
11 parties shall revert back to their respective positions as of before entering into the Settlement Agreement.
12 The fact that the Court certified the Class for settlement purposes shall not be admissible or have any
13 bearing on the issue of whether any class should be certified in a non-settlement context.

14 18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
15 and any dates provided for in the Settlement Agreement without further notice to the Class Members and
16 retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

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19 **IT IS SO ORDERED.**

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22 Dated:

23 The Honorable Carolyn B. Kuhl
24 Judge of the Superior Court
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