

04/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Leong Deputy

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Attorneys for Plaintiffs Lalezarian and Perez and the Settlement Class

Additional Counsel Listed on Following Page

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

Yehoshoua Lalezarian, individually and
on behalf of all similarly situated
individuals, **Marcela De Los Angeles
Herrera Perez**, individually and on behalf
of all similarly situated individuals, **Steven
Ariel Cordova**, individually and on
behalf of all similarly situated individuals,

Plaintiffs,

vs.

Homak Enterprises, Inc., a California
Corporation d/b/a **McDonald's**; **Homak
JS1 Enterprises, Inc.**, a California
Corporation; **Homak JS2 Enterprises,
Inc.**, a California Corporation; and **Does 1-
10**, inclusive;

Defendants.

CASE NO. 24STCV06524

[Assigned to the Honorable Timothy
Patrick Dillon, Dept. 15]

CLASS ACTION

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
PURSUANT TO THE TERMS OF
JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT**

Date: February 24, 2026 [Reserved]

Time: 10:00 a.m.

Dept.: 15

1 John Sprague Brown, Esq. (SBN 233605)
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4 Los Angeles, CA 90010-1176
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28 Attorneys for Plaintiff Cordova and the Settlement Class

1 Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this action on the terms set forth in the Joint Stipulation of Settlement and Release of
3 Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on
4 February 24, 2026.

5 Having considered the Settlement, all papers and proceedings held herein, and
6 having reviewed the entire record in this action, Case No. 24STCV06524, entitled
7 *Yehoshoua Lalezarian et al. v. Homak Enterprises, Inc. et al.* (the "Action"), and good
8 cause appearing, the Court finds that:

9 WHEREAS, Plaintiffs Yehoshoua Lalezarian, Marcela De Los Angeles Herrera
10 Perez, and Steven Ariel Cordova (collectively "Plaintiff(s)" or "Class Representative(s)"),
11 have alleged claims against Homak Enterprises, Inc., Homak JS1 Enterprises, Inc., and
12 Homak JS2 Enterprises, Inc. (collectively "Defendant(s)") as individuals and on behalf of
13 all others similarly situated, comprising: "*All persons who worked at least one shift as a*
14 *non-exempt employee for Defendants in California from March 15, 2020 through*
15 *October 21, 2025.*" ("Class Members"); and

16 WHEREAS, Plaintiffs assert class and PAGA claims in the Action against
17 Defendants for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
18 failure to authorize meal periods or premium pay in lieu thereof; (4) failure to provide rest
19 periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate
20 records; (6) failure to pay reporting time wages; (7) failure to reimburse necessary business
21 expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004,
22 Cal. Lab. Code §§ 2698, et seq. ("PAGA"); and (9) Unlawful Business Practices, Cal. Bus.
23 & Prof. Code §§ 17200, et seq.

24 WHEREAS, Defendants expressly deny the allegations of wrongdoing and
25 violations of law alleged in this Action, and further deny any liability whatsoever to
26 Plaintiff or to the Class Members; and

27 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and
28 Defendants (collectively, the "Parties") determined that it was mutually advantageous to

1 settle this Action and to avoid the costs, delay, uncertainty, and business disruption of
2 ongoing litigation; and

3 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint
4 Stipulation re: Class and PAGA Action Settlement on December 1, 2025, which provides
5 for the final resolution of all class and PAGA claims asserted by Plaintiffs against
6 Defendants in the Action, on the terms and conditions set forth in the Stipulation, subject
7 to the approval of this Court;

8 NOW, therefore, the Court grants preliminary approval of the Settlement, and

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. To the extent defined in the Stipulation, incorporated herein by reference,
11 the terms in this Order shall have the meanings set forth therein.

12 2. The Court has jurisdiction over the subject matter of this Action, Defendants,
13 and the Class.

14 3. The Class is defined as follows: *“All persons who worked at least one shift*
15 *as a non-exempt employee for Defendants in California from March 15, 2020 through*
16 *[the date at which the workweek count is 75,000 or November 20, 2025, whichever is*
17 *later].”*

18 4. The Court has determined that the Class Notice fully and accurately informs
19 all persons in the Class of all material elements of the proposed Settlement, constitutes the
20 best notice practicable under the circumstances, and constitutes valid, due, and sufficient
21 notice to all Class Members. The Class Notice is attached as **Exhibit A** to the Declaration
22 of Elliot J. Siegel and incorporated by reference.

23 5. The Court hereby grants preliminary approval of the Settlement and
24 Stipulation as fair, reasonable, and adequate in all respects to the Class Members, and
25 orders the parties to consummate the Settlement in accordance with the terms of the
26 Stipulation, including the terms and procedures for Class Members to object or request
27 exclusion to the Settlement.

28 6. The plan of distribution as set forth in the Stipulation providing for the

1 distribution of the Net Settlement Amount to Settlement Class Members is preliminarily
2 approved as being fair, reasonable, and adequate.

3 7. The Court preliminarily appoints as Class Counsel the following attorneys:
4 Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California
5 90014; Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite 2034,
6 Calabasas, California 91302; and John Sprague Brown of Wilshire Law Firm, 3055
7 Wilshire Blvd, FL 12, Los Angeles, CA 90010-1176.

8 8. The Court preliminarily approves the payment of attorneys' fees in the
9 amount of \$1,000,000.00¹ (or one-third of the Maximum Settlement Amount) to Class
10 Counsel, which shall be paid from the Maximum Settlement Amount.

11 9. The Court preliminarily approves the payment of incurred reasonable costs
12 in an amount not to exceed \$75,000.00 to Class Counsel, which shall be paid from the
13 Maximum Settlement Amount as defined in the parties' Stipulation.

14 10. The Court preliminarily approves a payment in the amount of \$300,000.00
15 of the settlement amount to be allocated to PAGA, of which \$225,000.00 will be paid to
16 the California Labor & Workforce Development Agency, representing the State of
17 California's portion of civil penalties under PAGA (or 75% of \$300,000.00), and \$75,000
18 to the alleged Aggrieved Employees (or 25% of \$300,000.00), which shall both be paid
19 from the Maximum Settlement Amount.

20 11. The Court preliminarily approves the payment of incurred reasonable claims
21 administration costs to the Settlement Administrator, in an amount not to exceed
22 \$25,000, which shall be paid from the Maximum Settlement Amount.

23 12. The Court preliminarily approves an enhancement award to the Class
24 Representatives, Yehoshoua Lalezarian, Marcela De Los Angeles Herrera Perez, and
25 Steven Ariel Cordova, in the amount of \$5,000.00 each, which amount shall be paid from
26

27
28 ¹ For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the
Escalator Provision of the Settlement shall apply to Class Counsel's fees such that they shall
be equal to one-third of the amount of the escalated Maximum Settlement.

1 the Maximum Settlement Amount. The Court further preliminarily approves the \$10,000
2 payments associated with the Class Representatives' separate individual settlement
3 agreements (containing general releases of all claims).

4 13. This Preliminary Approval Order and the Stipulation, and all papers related
5 thereto, are not, and shall not be construed to be, an admission by Defendant of any
6 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such
7 liability, claim, or wrongdoing in this Action or in any other proceeding.

8 14. In the event that the Settlement does not become effective in accordance with
9 the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null
10 and void to the extent provided by and in accordance with the Stipulation and shall be
11 vacated. In such event, all orders entered and releases delivered in connection herewith
12 shall be null and void to the extent provided by and in accordance with the Stipulation,
13 and each party shall retain his/hers or its rights to proceed with litigation of the Action.

14 15. The Court further sets a hearing for final approval of the Class Action
15 settlement on July 15, 2026 at 10:00 a.m./~~p.m.~~
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17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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19 DATED: 04/09/2026



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22 Hon. Timothy Patrick Dillon
23 Los Angeles County Superior Court Judge
24 Timothy Patrick Dillon / Judge
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