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

17 PATRICIA NAVARRETE, individually, and on
18 behalf of all others similarly situated,

19 *Plaintiff,*

20 v.

21 ARROYO VISTA FAMILY HEALTH
22 FOUNDATION, a California nonprofit
23 corporation; and DOES 1 through 10, inclusive,

24 *Defendants.*

Case No.: 24STCV18934
(Related Case No. 25STCV07589)

Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6

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

Date: November 25, 2025
Time: 9:00 a.m.
Dept.: 6

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

5 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
6 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
7 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
8 terms set forth in the Settlement Agreement between Plaintiff and Defendant Arroyo Vista Family
9 Health Foundation ("Defendant"), attached to the Declaration of John G. Yslas in Support of
10 Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**.

11 2. The Settlement falls within the range of reasonableness of a settlement which could
12 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
13 only to any objections that may be raised at the Final Approval Hearing and final approval by this
14 Court. The Court notes that Defendant has agreed to create a common fund of \$750,000.00 to
15 cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$15,000.00
16 allocation toward civil penalties under the Private Attorneys General Act, 65% of which
17 (\$9,750.00) will be paid to the State of California, Labor & Workforce Development Agency and
18 35% of which (\$5,250.00) will be paid to eligible Aggrieved Employees; (c) Class Representative
19 Service Payment of up to \$10,000.00; (d) Class Counsel's attorneys' fees, not to exceed one-third
20 of the Gross Settlement Amount (i.e., \$250,000.00), and up to \$25,000.00 in costs for actual
21 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
22 \$10,000.00.

23 3. The Court preliminarily finds that the terms of the Settlement appear to be within
24 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable
25 law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable
26 to the Class Members when balanced against the probable outcome of further litigation relating to
27 class certification, liability and damages issues, and potential appeals; (2) significant informal
28 discovery, investigation, research, and litigation have been conducted such that counsel for the

1 Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this
2 time will avoid substantial costs, delay, and risks that would be presented by the further
3 prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of
4 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-
5 respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement
6 Agreement was entered into in good faith.

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

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Class"): "all persons who worked for Defendant in California as an hourly-paid or non-
15 exempt employee at any time during the Class Period."

16 6. "Class Period" means the period from July 30, 2020 through the date of preliminary
17 approval.

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

26 8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff.
27 The Court further preliminarily approves Plaintiff's ability to request a service payment up to
28 \$10,000.00.

1 9. The Court appoints, for settlement purposes only, John G. Yslas, William M. Pao,
2 Refugio Ortega-Carrillo, and Lisa B. Iturriaga of Wilshire Law Firm, PLC, as Class Counsel. The
3 Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to
4 one-third of the Gross Settlement Amount (i.e., \$250,000.00), and costs not to exceed \$25,000.00.

5 10. The Court appoints Apex Class Action Administration ("APEX") as the Settlement
6 Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

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

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

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

16 14. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class Member Data to the Settlement Administrator	Not later than 10 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	No event later than 14 days after receiving the Class Data
Class Member Opt Out, Objection and Workweek and/or Pay Period Dispute Deadline	45 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement

