

1 John G. Yslas (SBN 187324)
2 John.yslas@wilshirelawfirm.com
3 Samantha A. Smith (SBN 233331)
4 Samantha.smith@wilshirelawfirm.com
5 Eugene Zinovyev (SBN 267245)
6 Eugene.zinovyev@wilshirelawfirm.com
7 John Brown (SBN 233605)
8 john.brown@wilshirelawfirm.com
9 Lisa B. Iturriaga (SBN 339678)
10 lisa.iturriaga@wilshirelawfirm.com
11 Gabriella Solé (SBN 346164)
12 Gabriella.sole@wilshirelawfirm.com
13 **WILSHIRE LAW FIRM, PLC**
14 3055 Wilshire Blvd., 12th Floor
15 Los Angeles, California 90010
16 Telephone: (213) 381-9988
17 Facsimile: (213) 381-9989

11 Attorneys for Plaintiff Juventino Ramirez-Pacheco,
12 individually and on behalf of others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF VENTURA**

16 JUVENTINO RAMIREZ-PACHECO,
17 individually, and on behalf of all others similarly
18 situated,

18 Plaintiff,

19 vs.

20 BROPHY BROS., INC., a California
21 corporation; BENNETT BROS., INC, a
22 California corporation; and DOES 1 through 10,
23 inclusive,

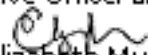
23 Defendants.

VENTURA SUPERIOR COURT

FILED

07/16/2025

K. Bieker
Executive Officer and Clerk


Elizabeth Muller

Case No.: 2024CUOE021291

Assigned for all purposes to:
Hon. ~~Maureen M. Houska~~ Charmaine H. Buehner
Dept. ~~20~~ J4

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

Date: June 2, 2025
Time: 8:30 a.m.
Dept.: 20

1 Having reviewed Plaintiff Juventino Ramirez-Pacheco's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John
3 G. Yslas, Plaintiff's declaration, and the Class Action and PAGA Settlement Agreement
4 ("Settlement Agreement"), 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 Class based on the terms set forth
8 in the Settlement Agreement between Plaintiff and Defendants Brophy Bros., Inc. and Bennett
9 Bros., Inc. ("Defendants"), attached to the Declaration of John G. Yslas in Support of Motion for
10 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 Defendants have agreed to create a common fund of \$425,000.00 to
15 cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$25,000.00
16 allocation toward civil penalties under the Private Attorneys General Act, 75% of which
17 (\$18,750.00) will be paid to the State of California, Labor & Workforce Development Agency and
18 25% of which (\$6,250.00) will be paid to eligible Aggrieved Employees; (c) Class Representative
19 Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
20 one-third of the Gross Settlement Amount (i.e., \$141,666.67), and up to \$25,000.00 in costs for
21 actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of
22 up to \$7,850.00.

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's Service Payment should be finally
11 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
12 accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Class"): "all non-exempt, hourly individuals that worked for Defendants in California during
15 the Class Period."

16 6. "Class Period" means the period from September 2, 2019 through November 15,
17 2024.

18 7. The Court approves the protocol set forth in the Escalator Clause, which states:
19 "Based on its records, Defendants represent there are 326 Class Members who collectively worked
20 a total of 16,515 Workweeks during the Class Period. If the total number of Workweeks increases
21 by more than 10% (i.e., more than 1,651 Workweeks), then the GSA will be increased
22 proportionally by the number of Workweeks worked in excess of 10%. For example, if the final
23 number of total Workweeks increased by 11% over 16,515 Workweeks, the GSA will increase by
24 1%. Alternatively, at Defendants' election, the Class Period will end no later than 10% of the
25 additional Workweeks (i.e., it will end no later than the date at which the Class Period reaches
26 18,166 Workweeks)."

27 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
28 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the

1 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of
2 law and fact that are common, or of general interest, to all Settlement Class Members, which
3 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement
4 Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of
5 the Settlement Class Members; and (5) a class action is superior to other available methods for the
6 fair and efficient adjudication of the controversy.

7 9. The Court appoints as Class Representative, for settlement purposes only, Plaintiff.
8 The Court further preliminarily approves Plaintiff's ability to request a service payment up to
9 \$7,500.00.

10 10. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
11 Smith, Eugene Zinovyev, John Brown, and Gabriella Solé of Wilshire Law Firm, PLC, as Class
12 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
13 fees of up to one-third of the Gross Settlement Amount (i.e., \$141,666.67), and costs not to exceed
14 \$25,000.00.

15 11. The Court appoints ILYM Group, Inc. Class Action Administration as the
16 Settlement Administrator with reasonable administration costs estimated not to exceed \$7,850.00.

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

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

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

26 ///

27 ///

28 ///

15. The Court orders the following Implementation Schedule:

Event	Date
Defendants to provide Class Data to Settlement Administrator	7 days after the Court grants Preliminary Approval
Settlement Administrator to mail Class Notice Packets to Class Members	14 days after receipt of Class Data
Deadline for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes	45 days after Mailing of Class Notice Packets
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval of Class Action and PAGA Settlement	14 days before the last day to file Motion for Final Approval of Class Action and PAGA Settlement
Deadline for Parties to file Motion for Final Approval of Class Action and PAGA Settlement	16 court days before the calendared Final Approval Hearing
Final Approval Hearing:	<u>December 11</u> , 2025 at <u>8:20 a.m.</u> a.m. [or September 17, 2025]

16. 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.

Dated: 07/15/2025 , 2025



~~Maureen M. Houska~~
Judge of the Superior Court
Charmaine H Buehner