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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

GILBERT VILLEGAS, and ANDREW
BOJORQUEZ, each individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CIDA SLEEP SYSTEMS, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 2023CUOE017908

[Hon. Matthew P. Guasco, Dept. 20]

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

*[Filed with Plaintiffs' Notice of Motion and
Motion for Preliminary Approval, Declaration
of Kane Moon, Declaration of Plaintiff Gilbert
Villegas, and Declaration of Andrew
Bojorquez]*

PRELIMINARY APPROVAL HEARING:

Date: February 18, 2025

Time: 8:30 a.m.

Dept.: 20

Complaint filed: December 20, 2023

Trial date: Not set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class Action and
2 PAGA Settlement (“Motion”) of plaintiffs Gilbert Villegas and Andrew Bojorquez (“Plaintiffs”).
3 Having reviewed the Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff
4 Gilbert Villegas, Declaration of Plaintiff Andrew Bojorquez, and Class Action and PAGA Settlement
5 Agreement and Class Notice (“Settlement,” or “Settlement Agreement”) between Plaintiffs and
6 defendant Cida Sleep Systems (“Defendant” and together with Plaintiffs, the “Parties”), and good
7 cause appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

8 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of
9 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement as **Exhibit 1**,
10 appears to meet the requirements for preliminary approval under California Code of Civil Procedure
11 section 382 because it appears to be fair, adequate, and reasonable. The Settlement appears to be fair,
12 adequate, and reasonable because it is the result of good faith, non-collusive negotiations between the
13 Parties, as well as significant discovery and analysis, which enabled the Parties to intelligently
14 evaluate, litigate, and mediate the allegations. The Settlement also appears to be fair, adequate, and
15 reasonable because it obviates the need for further litigation, including litigation related to class
16 certification, liability, and damages issues; and the substantial costs, delay, and risks associated with
17 such litigation.

18 2. The Settlement states that Defendant will pay a Gross Settlement Amount of
19 \$120,000.00 and that the Gross Settlement Amount will be used to pay all payments contemplated by
20 the Settlement without exception, including, the Individual Class Payments to Participating Class
21 Members; the PAGA Penalties in the amount of \$12,000.00, with seventy-five percent (75%), or
22 \$9,000.00 to the LWDA (the “LWDA PAGA Payment”), and twenty-five percent (25%), or \$3,000.00
23 to the Aggrieved Employees (“Individual PAGA Payments”); the Class Counsel Litigation Expenses
24 Payment in an amount not to exceed \$6,000.00; the Class Counsel Fees Payment in an amount not to
25 exceed one-third of the Gross Settlement Amount, or \$40,000.00; the Class Representative Service
26 Payments in an amount not to exceed \$7,500.00 to each Plaintiff (for a total of \$15,00.00); and the
27 Administration Expenses Payment in an amount not to exceed \$6,000.00. (Settlement, ¶¶ 3.1-.2.)
28 These terms appear to fall within the range of reasonableness of a settlement which could ultimately be

1 granted final approval by this Court.

2 3. The Class includes all persons who worked for the Defendant in California as an
3 hourly, non-exempt employee at any time during the period from December 20, 2019 through
4 the date the Court grants Preliminary Approval. (Settlement, ¶¶ 1.5, 1.12.) The Class is
5 provisionally certified for settlement purposes only because it appears to meet the requirements for
6 certification under California Code of Civil Procedure section 382. In particular, (1) the Class is
7 ascertainable and so numerous that joinder is impractical; (2) the Class shares common questions of
8 law and fact, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims
9 of the Class; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the
10 Class; and (5) a class action is superior to other available methods for the fair and efficient
11 adjudication of the controversy. The Court notes that Class Members who do not request exclusion
12 from the Settlement may object thereto and raise their objections at the Final Approval Hearing on the
13 Settlement.

14 4. Aggrieved Employees includes any non-exempt, hourly-paid employee of the
15 Defendant who worked in California during the period from December 17, 2022 to the date the Court
16 grants Preliminary Approval. (Settlement, ¶¶ 1.4, 1.31.) The Aggrieved Employees are provisionally
17 approved for settlement purposes only.

18 5. Effective on the date when the Defendant fully funds the entire Gross Settlement
19 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
21 Parties as follows (Settlement, ¶ 5.):

- 22 a. "Released Parties" means: Defendant and its affiliated individuals and entities,
23 and each their respective (current and former) subsidiaries, officers, directors,
24 members, partners, owners, shareholders, investors, employees, agents,
25 servants, attorneys, assigns, independent contractors, clients, predecessors,
26 successors, parent companies and organizations, insurers, and any all other
27 persons, firms, and corporations in which Defendant may have an interest or
28 which may have an interest in Defendant, whether previously or hereafter

1 affiliated in any manner. (Settlement, ¶ 1.41.).

- 2 b. Plaintiffs' Release. Each of the Plaintiffs and their respective former and
3 present spouses, family members, representatives, agents, attorneys, heirs,
4 administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, causes of action, damages, liabilities,
6 penalties, attorneys, fees, costs, and transactions, or that occurred at any time up
7 through the Effective Date, including, without limitation, claims under the
8 Industrial Welfare Commission Wage Orders, the California Labor Code; Title
9 VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Family and Medical
10 Leave Act, the California Family Rights Act, the Americans With Disabilities
11 Act; the Fair Labor Standards Act; the California Unfair Competition Law (Cal.
12 Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and
13 Housing Act; the California Government Code; and any federal, state, local,
14 civil, statutory, regulatory, or common laws; and any claims for interest,
15 attorneys' fees, and/or costs. This includes, without limitation, all claims of
16 whatever kind of nature arising out of or in any way related to Plaintiffs'
17 employment with the Released Parties or separation therefrom, and all tort and
18 contract claims of any kind. ("Plaintiffs' Release.") Plaintiffs' Release does not
19 extend to any claims or actions to enforce this Agreement, or to any claims for
20 vested benefits, unemployment benefits, disability benefits, social security
21 benefits, workers' compensation benefits. Plaintiffs acknowledge that Plaintiffs
22 may discover facts or law different from, or in addition to, the facts or law that
23 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs'
24 Release shall be and remain effective in all respects, notwithstanding such
25 different or additional facts or Plaintiffs' discovery of them. (Settlement, ¶ 5.1.)
- 26 i. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
27 purposes of Plaintiffs' Release, each of the Plaintiffs expressly waive and
28 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the

1 California Civil Code, which reads: A general release does not extend to
2 claims that the creditor or releasing party does not know or suspect to exist
3 in his or her favor at the time of executing the release, and that if known by
4 him or her would have materially affected his or her settlement with the
5 debtor or Released Party. (Settlement, ¶ 5.1.1.)

6 c. Release by Participating Class Members Who Are Not Aggrieved Employees: All
7 Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release the Released Parties from all claims, charges, complaints, liens,
10 demands, causes of action, obligations, damages, penalties, attorneys' fees, costs,
11 and liabilities that were alleged, or could have been alleged, in the Operative
12 Complaint and/or PAGA Notices based on the facts, circumstances, transaction,
13 events, occurrences, acts, disclosures, statements omissions or failures to act
14 alleged, regardless of whether such claims arise under federal, state and/or local
15 law, statute, ordinance, regulation, common law, or other source of law. The
16 Released Claims specifically include, without limitation, claims for failure to pay
17 minimum wage, failure to pay overtime, failure to provide meal and meal periods
18 and premiums, failure to indemnify necessary business expenses, failure to pay final
19 wages at termination, failure to provide timely and accurate itemized wage
20 statements, unfair business practices, and any and all penalties, interest and
21 attorneys' fees and costs for such claims. Except as set forth in Sections 5.1 and 5.3
22 of the Settlement Agreement, Participating Class Members do not release any other
23 claims, including claims for vested benefits, wrongful termination, violation of the
24 Fair Employment and Housing Act, unemployment insurance, disability, social
25 security, workers' compensation, or claims based on facts occurring outside the
26 Class Period. (Settlement, ¶ 5.2.)

27 d. Release by Non-Participating Class Members Who Are Aggrieved Employees: All
28 Class Members who are Aggrieved Employees are deemed to release, on behalf of

1 themselves and their respective former and present representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns, the Released Parties from
3 all claims for PAGA penalties that were alleged, or reasonably could have been
4 alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice
5 within the PAGA Period. (Settlement, ¶ 5.3.)

6 6. For settlement purposes only, the Notice Packet to be sent to Class Members, as to
7 form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Notice
8 Packet to Class Members satisfies Due Process, provides the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class
10 Notice is attached to the Settlement as **Exhibit A**.

11 7. The Class Representatives appointed for this matter are Plaintiffs Gilbert Villegas and
12 Andrew Bojorquez. The Class Representative Service Payments, which are not to exceed \$7,500.00 to
13 each Plaintiff, are preliminarily approved. (Settlement, ¶ 3.2.1.)

14 8. Class Counsel appointed for this matter is Kane Moon, Allen Feghali, and Hyunjin Kim
15 of Moon Law Group, P.C. The Class Counsel Fees Payment, which is not to exceed one-third of the
16 Gross Settlement Amount (\$40,000.00), and Class Counsel Litigation Expenses Payment, which is not
17 to exceed \$6,000.00, are preliminarily approved. (Settlement, ¶ 3.2.2.)

18 9. The Administrator appointed for this matter is ILYM Group, Inc. The Administration
19 Expenses Payment, which is not to exceed \$6,000.00, is preliminarily approved. (Settlement, ¶ 3.2.3.)

20 10. A Final Approval Hearing on the question of whether the Settlement terms, including
21 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
22 Representative Service Payment, should be finally approved as fair, adequate, and reasonable as to the
23 Participating Class Members, is hereby set in accordance with the following Implementation Schedule:

24 Defendant to provide Class Data to the 25 Administrator	Within fifteen (15) court days after Preliminary Approval
26 Administrator to mail the Notice Packets by 27 First Class Mail	Within fourteen (14) calendar days after the Administrator receives the Class Data

Response Deadline	Forty-Five (45) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Approval Hearing
Final Approval Hearing	_____, 2025 at _____ in Department 20 of the Ventura County Superior Court

11. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

12. To facilitate the administration of the Settlement pending Final Approval, the Court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or administrative proceedings, including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations, regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing claims with the Administrator has lapsed.

13. Pending further order of this Court, all proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

14. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

15. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

16. The obligations set forth in the Settlement are deemed part of this Order. The Parties are to carry out the Settlement in accordance with its terms.

IT IS SO ORDERED.

DATE: _____

Honorable Matthew P. Guasco
Judge of the Ventura County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los
Angeles, California 90017. On **January 23, 2025**, I served the foregoing document described as:

5 **ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF**
6 **CLASS ACTION AND PAGA SETTLEMENT**

7 X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as
follows:

8
9 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
accept electronic service, I caused the documents to be sent to the persons at the
10 electronic service addresses listed above via e-mail. I did not receive an error message.

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

12 Executed this, **January 23, 2025** at Los Angeles, California.

13
14 _____
Type or Print Name

14 _____
Signature