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

DARRIN CRAWFORD, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

DOUBLE J ENTERPRISES, INC., a California
Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2024CUOE022910

*[Assigned for All Purposes to the Hon.
Charmaine H. Buehner, Dept. 44]*

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

Preliminary Approval Hearing:

Date: March 4, 2026

Time: 1:30 p.m.

Dept.: 44

Action Filed: March 28, 2024

1 **[PROPOSED] ORDER**

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

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Double J
11 Enterprises, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in Support of
12 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as
13 **Exhibit 2.**

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$225,015.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
19 a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
20 which (\$15,000.00) to be paid to the California Labor & Workforce Development Agency
21 ("LWDA") and 25% of which (\$5,000.00) to be paid to Aggrieved Employees; (c) Class
22 Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys'
23 fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently \$75,005.00), and
24 up to \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$4,240.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached
7 as the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final approval hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, the PAGA Penalties to the LWDA and the Aggrieved
12 Employees, and the Class Representative Service Payment should be finally approved as fair,
13 reasonable and adequate as to the members of the Class is hereby set in accordance with the
14 Implementation Schedule set forth below.

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

18 6. "Class Period" means the period from October 2, 2019, through the date of
19 preliminary approval, or August 31, 2025, whichever date occurs first.

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

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

9. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles, Harry Erganyan, Miriam Nazaretyan, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently \$75,005.00), and costs not to exceed \$20,000.00.

10. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs estimated not to exceed \$4,240.00.

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

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

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

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	10 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

1 2 3 4	Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
5 6 7 8	Administrator Declaration: Last day for the Administrator to provide counsel with a Declaration in Support of the Motion for Final Approval	14 days before the last day to file the Motion for Final Approval of Settlement
9 10 11 12	Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and service payment to Plaintiff	16 court days before the Final Approval Hearing
13 14 15	Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Dept. 44 of the above-referenced Court.

16 15. The Court further ORDERS that, pending further order of this Court, all
17 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

18 **IT IS SO ORDERED.**

19
20 DATE: _____

21 HON. CHARMAINE H. BUEHNER
22 JUDGE OF THE SUPERIOR COURT