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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

ARTURO ORTIZ, individually, and on behalf  
of other members of the general public similarly  
situated, JORGE VALERO, individually, and on  
behalf of other members of the general public  
similarly situated, ANGEL SANCHEZ,  
individually, and on behalf of other members of  
the general public similarly situated,

*Plaintiffs,*

v.

HOLLYWOOD DELIVERY SERVICE, INC., a  
California corporation, and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: CIVSB2432874  
Assigned to Hon. Stephanie Tanada, Dept.  
S33

Complaint Filed: October 30, 2024  
FAC Filed:  
Trial Date: None Set

**CLASS & REPRESENTATIVE ACTION**

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

**PRELIMINARY APPROVAL HEARING**

Date: June 2, 2026  
Time: 8:30 a.m.  
Dept: S33

1           The Court has before it Plaintiffs Arturo Ortiz, Jorge Valero, and Angel Sanchez's  
2 ("Plaintiffs" or "Class Representative") Motion for Preliminary Approval of Class Action  
3 Settlement (the "Motion"). Having reviewed the Motion along with the accompanying papers,  
4 the Class Action and PAGA Settlement Agreement and Class Notice (which is referred to here  
5 as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby  
6 finds and orders as follows:

7           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary  
9 approval. The Court grants preliminary approval of the Settlement and the Class (as defined  
10 below) based upon the terms set forth in the Settlement Agreement between Plaintiffs and  
11 Defendant Hollywood Delivery Service, Inc. ("Defendant," and together with Plaintiffs, the  
12 "Parties"). A true and correct copy of the Settlement Agreement is attached to the Declaration  
13 of Lucy Nguyen in Support of Plaintiffs' Motion for Preliminary Approval of Class Action  
14 Settlement as **Exhibit 1**.

15           2.       The Settlement falls within the range of reasonableness of a settlement which  
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
17 subject only to any objections that may be raised at the final approval hearing and final approval  
18 by this Court. The Court notes that Defendant has agreed to create a common fund of  
19 \$300,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class  
20 members who do not validly opt out; (b) a \$45,000.00 payment ("the PAGA Penalties") for its  
21 share of the Settlement of claims for penalties under the Private Attorneys General Act  
22 ("PAGA"), with 65% of which (\$29,250.00) being paid to the LWDA (the "LWDA PAGA  
23 Payment") and 35% (\$15,750.00) being paid to eligible "Aggrieved Employee" (as defined in  
24 the Settlement Agreement); (c) a Class Representative service payment of up to \$5,000.00  
25 (\$15,000.00 total) for each of the three Plaintiffs (the "Class Representative Service  
26 Payments"); (d) Class Counsel's attorneys' fees not to exceed one-third of the Gross Settlement  
27 Amount (\$100,000.00) (the "Class Counsel Fees Payment"), and up to \$20,000.00 in costs for  
28 actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses

1 Payment”); and (e) a payment to Apex Class Action Administration (the “Administrator”) of up  
2 to \$10,000.00 (the “Administrator Costs”). The settlement is non-reversionary, ensuring that  
3 the entire Gross Settlement Amount will be distributed to the Class, the LWDA, and approved  
4 settlement expenses.

5         3.       The Court preliminarily finds that the terms of the Settlement appear to be within  
6 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and  
7 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is  
8 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of  
9 further litigation relating to class certification, liability and damages issues, and potential  
10 appeals; (2) significant informal discovery, investigation, research, and litigation have been  
11 conducted such that counsel for the Parties at this time are able to reasonably evaluate their  
12 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that  
13 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement  
14 has been reached as the result of intensive, serious, and non-collusive negotiations between the  
15 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court  
16 preliminarily finds that the Settlement Agreement was entered into in good faith.

17         4.       A final fairness hearing on the question of whether the proposed Settlement, Class  
18 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties  
19 Payment for its share of the settlement of claims for penalties under the Private Attorneys  
20 General Act (“PAGA”), and the Class Representative Service Awards should be finally  
21 approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with  
22 the implementation schedule set forth below.

23         5.       For settlement purposes, the Court provisionally certifies the Class defined as all  
24 individuals who, for one or more hours during the Class Period, provided labor or services for  
25 Defendant in California for remuneration, as more fully defined in Labor Code section 2775, et  
26 seq., including current and former employees. All current and former employees who previously  
27 signed Pick-Up Stix Settlement Agreements are specifically excluded from definition of Class  
28 Members. (each “Class Member(s)” collectively the “Class”).

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

9           7.     The Court appoints as Class Representatives, for settlement purposes only,  
10 Plaintiffs Arturo Ortiz, Jorge Valero, and Angel Sanchez. The Court further preliminarily  
11 approves Plaintiffs' ability to request the Class Representative Service Payments.

12           8.     The Court appoints, for settlement purposes only, Tyler J. Woods, Alan Wilcox,  
13 Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel. The Court  
14 further preliminarily approves Class Counsel's ability to request the Class Counsel Fees  
15 Payment not to exceed \$100,000.00 and Class Counsel Litigation Expenses not to exceed  
16 \$20,000.00.

17           9.     The Court appoints Apex Class Action Administration as the Settlement  
18 Administrator with the Administrator Cost estimated not to exceed \$10,000.00.

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

24           11.    The Parties are ordered to carry out the Settlement according to the terms of the  
25 Settlement Agreement.

26           12.    Any class member who does not timely and validly request exclusion from the  
27 Settlement may object to the Settlement Agreement.

28           13.    The Court orders the following implementation schedule:

|                                                                                                                    |                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Defendant to provide Class List to the Settlement Administrator                                                    | Within 7 business days after the Court grants Preliminary Approval of the Settlement                                                                                       |
| Settlement Administrator to mail the Class Notice                                                                  | Within 14 days after receipt of the Class List from the Defendant                                                                                                          |
| Response Deadline                                                                                                  | 45 days after Class Notice is mailed out by the Settlement Administrator<br>14 days additional days for any notices that were resent                                       |
| Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs | 16 court days before hearing on Motion for Final Approval                                                                                                                  |
| Final Approval Hearing                                                                                             | _____ at _____ a.m./p.m., or first available date thereafter, in Department S33. The hearing may be continued to another date without further notice to the Class Members. |

14. 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.

15. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

**IT IS SO ORDERED.**

DATE:

\_\_\_\_\_  
 Hon. Stephanie Tanada  
 San Bernardino County Superior Court