

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Chumahan B. Bowen (SBN 268136)
chumahan.bowen@wilshirelawfirm.com
Michael C. Forrest (SBN 303414)
michael.forrest@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JENNY WOBROCK VIEIRA, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

ORLANDO BATHING SUIT, LLC, a Florida
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV30345

*[Assigned for all purposes to: Hon. Timothy
P. Dillon, Dept. 15]*

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

PRELIMINARY APPROVAL HEARING

Date: November 19, 2026

Time: 10:00 a.m.

Dept: 15

Complaint filed: November 18, 2024

Trial date: Not set

1 The Court has before it Plaintiff Jenny Wobrock Vieira's ("Plaintiff" or "Class
2 Representative"). Motion for Preliminary Approval of Class Action Settlement (the "Motion").
3 Having reviewed the Motion, along with the accompanying papers, the Memorandum of
4 Understanding (the "Settlement" or "Settlement Agreement"), a true and correct copy of which
5 is attached as **Exhibit 2** to the Declaration of Thiago M. Coelho in Support of Plaintiff's Motion
6 for Preliminary Approval of Class Action Settlement ("Coelho Declaration"), and good cause
7 appearing, the Court hereby finds and orders as follows:

8 1. The Court finds on a preliminary basis that the Settlement appears to be fair, just,
9 adequate, and reasonable and therefore meets the requirements for preliminary approval. Based
10 upon the terms set forth in the Settlement between Plaintiff and Defendant Orlando Bathing
11 Suit, LLC ("Defendant," and together with Plaintiff, the "Parties"), the Court grants preliminary
12 approval of the Settlement and provisionally certifies the "Class", as all current and former
13 non-exempt employees who, for one or more hours during the Class Period, provided labor or
14 services for Defendant in California for remuneration, as more fully defined in Labor Code
15 section 2775, *et seq.* ("Class Member(s)"). "Class Period," is November 18, 2020, through the
16 date on which the Court issues an order granting preliminary approval of this Settlement,
17 inclusive, or, if applicable, the Alternate End Date ("Escalator Clause").

18 2. The "PAGA Period" means the period covered by this Settlement for Plaintiff's
19 claims asserted pursuant to the California Labor Code Private Attorneys General Act of 2004,
20 Labor Code section 2698, *et seq.*, ("PAGA") is November 6, 2023, through the date on which
21 the Court issues an order granting preliminary approval of this Settlement, inclusive, or, if
22 applicable, the Alternate End Date ("Escalator Clause").

23 3. The Settlement falls within the range of reasonableness of a settlement which
24 could ultimately be given final approval by this Court, and appears to be presumptively valid,
25 subject only to any objections that may be raised at the Final Approval Hearing and final
26 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
27 \$236,000.00 ("Gross Settlement Amount") to cover (a) settlement payments to Class Members
28 who do not validly opt out; (b) an \$11,850.00 payment for the settlement of claims for penalties

1 under the Private Attorneys General Act (“PAGA”), 65% of which (\$7,702.50) will be paid to
2 the State of California, Labor & Workforce Development Agency (“LWDA”) (the “LWDA
3 Payment”) and 35% of which (\$4,147.50) will be paid to the Aggrieved Employees; (c) an
4 Enhancement Award of \$10,000.00 to Plaintiff Jenny Wobrock Vieira (“Enhancement Award”);
5 (d) attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount (\$78,210.00)
6 (the “Class Counsel’s Fees”) to Class Counsel (as defined in Paragraph 9 of this Order), and up
7 to \$25,981.76 in costs for actual litigation expenses incurred by Class Counsel (the “Class
8 Counsel’s Costs”); and (e) a payment of up to \$7,250.00 to Phoenix Class Action Administration
9 (the “Administrator”) for their costs administering the Settlement (the “Administration Fee”)

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

23 5. The Court preliminarily approves the release by “Class Members” (defined as those
24 Class Members who do not submit a timely and valid Request for Exclusion from the Settlement)
25 of the Settlement, stated as follows:

26
27 Upon the occurrence of the Effective Date and Defendant’s payment in full
28 of the GSA and the employer’s taxes for the portion of the Settlement
allocated to settlement of wage claims, the claims waived, released, and

1 discharged by Class Members (other than those who submit timely and valid
2 requests for exclusion) as to the Released Parties are all claims arising
3 during the Class Period which were asserted against Defendant in the
4 operative complaint filed in the Action or which reasonably could have been
5 asserted against Defendant based on the factual allegations stated the
6 operative complaint filed in the Action, included, but not limited to, (a) any
7 alleged failure by Defendant: (1) to pay minimum and/or straight time
8 wages; (2) to pay overtime wages, (3) to provide meal periods or pay meal
9 period premium wages, (4) to authorize and permit rest periods or pay rest
10 period premium wages, (5) to indemnify or reimburse work-related
11 expenses, (6) to issue compliant wage statements, (7) to pay employee sick
12 pay, (8) to timely pay wages at the end of employment, (9) to provide
13 employee records; (b) any right or claim for unfair business practices in
14 violation of California Business & Professions Code sections 17200, et seq.,
15 based on the alleged failures set forth in (a)(1) through (a)(9) above; and (c)
16 any violation of the California Labor Code or any other applicable statute or
17 regulation arising from or related to the conduct alleged in (a)(1) through
18 (a)(9) above, including, without limitation, violations of California Labor
19 Code sections 201 202, 203, 204, 226, 226.7, 245-249, 510, 512, 516, 558,
20 1194, 1194.2, 1197, 1198, 1198.5, 2802, or any other applicable state
21 statute, rule and/or regulation or Wage Orders, during the Class Period.

22 (Settlement, § 24.)

23 6. The Court further approves the Release by Aggrieved Employees stated as follows:

24 Upon occurrence of the Effective Date and Defendant's payment in full of the
25 GSA and the employer's taxes for the portion of the Settlement allocated to
26 settlement of wage claims, the claims waived, released, and discharged by the
27 Aggrieved Employees, as representatives and/or agents of the State of California
28 and the LWDA, as to the Released Parties are all claims under PAGA arising
during the PAGA Period (a) which were asserted in Plaintiff's LWDA notice
letter(s) preceding and relating to the Action and/or the operative complaint filed
in the Action or (b) which reasonably could have been asserted against any of the
Released Parties based on the factual allegations stated in Plaintiff's LWDA
notice letter(s) preceding and relating to the Action and/or the operative
complaint filed in the Action.

(Settlement, § 25.)

7. A final fairness hearing on the question of whether the Settlement, Class Counsel
Fees and Class Counsel Costs, the LWDA Payment, the Aggrieved Employees Payment, and
the Enhancement Award to Plaintiff should be finally approved as fair, reasonable and adequate
as to the Class Members and Aggrieved Employees is hereby set in accordance with the
"Implementation Schedule" set forth below.

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

9 9. The Court appoints as Class Representative, for settlement purposes only,
10 Plaintiff Jenny Wobrock Vieira. The Court further preliminarily approves Plaintiff's ability to
11 request the Enhancement Award.

12 10. The Court appoints, for settlement purposes only, Thiago M. Coelho, Chumahan
13 B. Bowen, Michael C. Forrest, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC as Class
14 Counsel. The Court further preliminarily approves Class Counsel's ability to request the Class
15 Counsel's Fees and Class Counsel's Costs.

16 11. The Court appoints Phoenix Class Action Administration as the Administrator
17 with reasonable administration fee estimated not to exceed \$7,250.00.

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

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

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

27 15. The Court orders the following Implementation Schedule:
28

Class Data: Last day for Defendant to provide Class Data to the Administrator	Within 7 court days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	Within __ days after receipt of the Class List from the Defendant
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	60 calendar days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Enhancement Award to Plaintiff	16 court days before hearing on Motion for Final Approval;
Final Approval Hearing	_____ at _____ a.m./p.m., in Department 15 of the above-entitled Court.

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.

17. _____

IT IS SO ORDERED.

DATE:

 Hon. Timothy P. Dillon
 Los Angeles County Superior Court