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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JORGE DAMIAN, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

LA VILLA TACOS, LLC, a California limited
liability company; DANNY NUNEZ, an
individual; and DOES 2-50, Inclusive,

Defendants.

Case No. BCV24102155

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

Date: September 1, 2026

Time: 8:30 a.m.

Judge: Hon. Gregory Pulskamp

Dept.: Div. J

1 This matter having come before the Superior Court of the State of California, in and for the
2 County of Kern, on August 27, 2026, at 8:30 a.m. with Shani O. Zakay, Esq. of Zakay Law Group, APLC,
3 and Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC as counsel for Plaintiff JORGE DAMIAN, and
4 Brian Hill, Esq. and Kaleb Judy, Esq. of Belden Blaine Raytis, LLP as counsel for Defendants LA VILLA
5 TACOS, LLC, and DANNY NUNEZ (collectively, “Defendants”). The Court, having carefully
6 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
7 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
8 Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
11 Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy of
12 which is attached to the Declaration of Shani O. Zakay, Esq. as **Exhibit “1”**. This is based on the
13 Court’s determination that the Settlement Agreement is within the range of possible final approval,
14 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules
15 of Court, Rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00). It appears
20 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to the entire Class, when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
26 of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious,
27 and non-collusive arm’s-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
2 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
3 that the monetary settlement awards made available to the Settlement Class are fair, adequate, and
4 reasonable, when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. The Agreement specifies an award of Attorneys' Fees not to exceed 35% of the Gross
7 Settlement Amount currently estimated to be One Hundred Fifty-Seven Thousand Five Hundred Dollars
8 and Zero Cents (\$157,500.00) **and** Attorneys' Expenses supported by declaration not to exceed Forty
9 Thousand Dollars and Zero Cents (\$40,000.00), and a proposed Service Award to the Class
10 Representative, Jorge Damian, in an amount not to exceed \$10,000.00. While these awards appear to be
11 within the range of reasonableness, the Court will not approve the Class Counsel Award or Service
12 Award until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "All current and former non-exempt employees who worked for Defendant La
18 Villa Tacos, LLC in California at any time from June 26, 2020, to January 23,
19 2026 (the "Class Period")."

20 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common
23 questions of law and fact predominate, and there is a well-defined community of interest amongst the
24 Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are
25 typical of the claims of the Class; (d) the Class Representative will fairly and adequately protect the
26 interests of the Class; (e) a class action is superior to other available methods for the efficient
27 adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class
28 Representative in his individual capacity and as the representative of the Class Members.

1 8. For settlement purposes only, the Court provisionally appoints Plaintiff Jorge Damian as
2 the representative of the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 A.P.C., and Shani O. Zakay, Esq., of the Zakay Law Group, APLC, as Class Counsel for the Class.

5 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
6 Class and Representative Action Settlement and Final Hearing Date (“Class Notice”) attached to the
7 Settlement Agreement as Exhibit “A”. The Court finds the Notice appears to fully and accurately inform
8 the Class and Aggrieved Employees of all material elements of the proposed Settlement, including the
9 right of any Class Member to be excluded from the Settlement Class by submitting a written request for
10 exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court
11 further finds that the distribution of the Class Notice, substantially in the manner and form set forth in
12 the Agreement and this Order, meets the requirements of due process, is the most reasonable notice
13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
14 The Court orders the mailing of the notice by First-Class mail, pursuant to the terms set forth in the
15 Agreement.

16 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. No later than
17 fourteen (14) calendar days after the Court grants Preliminary Approval, the Settlement Administrator
18 shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
19 Settlement Administrator shall exercise its best judgment to determine the current mailing address for
20 each Class Member. The address identified by the Settlement Administrator as the current mailing
21 address shall be presumed to be the best mailing address for each Class Member.

22 12. Any Class Member may individually choose to opt out of and be excluded from the
23 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
24 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
25 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
26 Settlement Administrator mails Notice Packets to Class Members or, in the case of a re-mailed Class
27 Notice, not more than fourteen (14) calendar days after the original Response Deadline. Any Class
28 Member who requests to be excluded from the Settlement Class will not be entitled to an Individual

1 Settlement Payment and will not be otherwise bound by the class portion of the Settlement or have any
2 right to object, appeal or comment thereon. However, any Class Member that submits a timely request
3 for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share
4 of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the
5 Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and
6 timely written request for exclusion on or before the Response Deadline shall be bound by all terms of
7 the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.
8 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of
9 the Class to submit requests for exclusion from the Settlement.

10 13. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class
11 Members who wish to object to the Settlement may submit to the Settlement Administrator a written
12 statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing
13 shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The
14 Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the
15 case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement
16 Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the
17 basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final
18 Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in
19 writing in the manner specified above may still make their objections orally at the Final
20 Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will
21 have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard
22 by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties
23 or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections
24 to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written
25 request for exclusion may not object to the Settlement. Class Members may not object to the PAGA
26 Payment.

27 14. A hearing on Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement
28 and Plaintiff’s Motion for Class Counsel Award and Service Award shall be held before this Court on

_____ at _____ AM / PM in Division J of the Kern County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the Settlement Administration Costs. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

1 17. Pending final determination of whether the Settlement should be approved, the Class
2 Representative and all members of the Class are barred and enjoined from filing, commencing,
3 prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution
4 of any lawsuit, action, arbitration, administrative or regulatory proceeding, or any other proceeding,
5 in any forum, asserting any claims that are, or relate in any way to the Released Class Claims, unless
6 and until they submit a timely request for exclusion pursuant to the Agreement.

7 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
8 and all dates provided for in the Agreement without further notice to the Class and retains jurisdiction
9 to consider all further applications arising out of or connected with the proposed Settlement.

10 **IT IS SO ORDERED.**

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12 DATED:

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14 JUDGE OF THE SUPERIOR COURT
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