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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

NOEMY FLORES and KIMBERLY WUJEK,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

AVEN GROUP, INC., a California
corporation; AVEN CARE PROVIDERS,
INC., an entity of unknown origin; and DOES
1 through 50, Inclusive;

Defendants.

Case No. 21STCV36642

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

Date: August 23, 2024

Time: 11:00 a.m.

Judge: Hon. Kenneth R. Freeman

Dept.: 14

FILED
Superior Court of California
County of Los Angeles

08/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1 This matter having come before the Honorable Kenneth R. Freeman of the Superior Court of the
2 State of California, in and for the County of Los Angeles, on August 23, 2024 at 11:00 a.m. with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiffs NOEMY FLORES and KIMBERLY WUJEK (“Plaintiffs”), and Eloche
5 P. Ukeje, Esq. of Law Offices of Eloche P. Ukeje appearing for Defendants Aven Group, Inc. and Aven
6 Care Providers, Inc. (hereinafter “Defendants”). The Court, having carefully considered the briefs,
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendants shall pay is One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00). It
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiffs seek Attorneys' Fees and Litigation Costs in the amount of up-to one-third of
6 the Gross Settlement Amount for Attorneys' Fees, currently estimated at Thirty-Eight Thousand Three
7 Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33), Litigation Costs incurred not
8 to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and proposed Class Representative
9 Payments to the Class Representatives, Noemy Flores and Kimberly Wujek, in an amount not to exceed
10 Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the range
11 of reasonableness, the Court will not approve the Attorneys' Fees, Litigation Costs, or Class
12 Representative Payments until the Final Approval Hearing.

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

17 "All non-exempt employees who are or previously were employed by
18 Defendants and performed work in California during the Class Period
19 [October 5, 2017 through August 24, 2023]."

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 Members is impracticable; (b)
23 common questions of law and fact predominate, and there is a well-defined community of interest
24 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
25 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
26 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
27 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
28 qualified to act as counsel for the Class Representatives in their individual capacities and as the

1 representatives of the Class Members.

2 8. The Court provisionally appoints plaintiffs Noemy Flores and Kimberly Wujek as the
3 representatives of the Class.

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

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

16 11. The Court hereby appoints Apex Class Action, LLC as Administrator. Within fifteen (15)
17 days of the later of preliminary approval or court approval of Settlement notice to the class, Defendants
18 shall provide to the Administrator the Class Data, including information regarding Class Members that
19 Defendants will in good faith compile from its records, including the Class Member’s full name, last-
20 known mailing address, Social Security number, telephone number, and number of Class Period
21 Workweeks and PAGA Pay Periods (or information allowing the Administrator to calculate the same).
22 Within fourteen (14) calendar days after receiving the Class Data from Defendants, the Administrator
23 shall mail the Class Notice to all identified potential Class Members via first class U.S. Mail using the
24 most current mailing address information available.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
27 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
28 the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion

1 must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after
2 the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more
3 than fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who chooses
4 to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement
5 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,
6 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
7 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
8 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
9 individuals is not permitted and will be deemed invalid.

10 13. Any Class Member who has not opted out may appear at the final approval hearing and
11 may object or express the Class Member's views regarding the Settlement and may present evidence
12 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
13 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
14 from the date the Administrator mails the Class Notice to postmark their written objections to the
15 Administrator.

16 14. A final approval hearing shall be held before this Court on **February 11, 2025 at 10:00**
17 **AM** in Department 14 of the Los Angeles County Superior Court to determine all necessary matters
18 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
19 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
20 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
21 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
22 to the Class; and to finally approve the Attorneys' Fees, Litigation Costs, Class Representative
23 Payments, and the Administration Expenses Payment. All papers in support of the motion for final
24 approval and the motion for Attorneys' Fees, Litigation Costs and Class Representative Payments shall
25 be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

26 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
28 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.

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

18. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	15 calendar days after Order granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	14 calendar days after receiving Class Data from Defendants
c.	Deadline for Class Members to	45 calendar days after mailing of the Notice (plus an additional 14

	Postmark Requests for Exclusion	days for Class Members whose Class Notice is re-mailed)
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Class Representative Service Payment	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 calendar days before Plaintiff is required to file the Motion for Final Approval of Settlement
g.	Final Approval Hearing	February 11, 2025 at 10:00 a.m.
h.	Deadline for Defendants to fund Settlement	The later date of 60 calendar days after Order granting Final Approval and October 1, 2024
i.	Deadline for Settlement Administrator to mail the Individual Payments and the Class Representative Service Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after Defendants fund the Gross Settlement Amount
j.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments

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

4
5 Dated: 08/19/2024



A handwritten signature in black ink, appearing to read "K. Freeman", is written over a horizontal line.

JUDGE OF THE SUPERIOR COURT
Kenneth R. Freeman/Judge