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

DYLAN SIERRA, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CENTURY RESTAURANT LLC, a
California limited liability company; and
DOES 1-50, Inclusive,

Defendant.

Case No. 24STCV12748

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 5, 2026

Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl
Dept.: 12

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Carolyn B. Kuhl of the Superior Court of the State
3 of California, in and for the County of Los Angeles, with the attorneys from the JCL Law Firm, APC
4 and Zakay Law Group, APLC as counsel for Plaintiff DYLAN SIERRA (“Plaintiff”), and counsel from
5 Dunn Desantis Walt & Kendrick, LLP appearing for Defendant Century Restaurant, LLC
6 (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
8 Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement and
11 Class Notice (“Agreement”), a true and correct copy of which is attached to the Declaration of Sydney
12 Castillo-Johnson, Esq., as Exhibit “1.” This is based on the Court’s determination that the Agreement
13 is within the range of possible final approval, pursuant to the provisions of Section 382 of the California
14 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 Agreement, the Gross Settlement Amount that Defendant shall
18 pay is Two Hundred and Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00). It appears to the
19 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
20 to all potential Class Members when balanced against the probable outcome of further litigation relating
21 to certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 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 has

1 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
2 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. The Agreement specifies for Attorneys' Fees and Litigation Costs comprised of attorneys'
6 fees awarded to Class Counsel in the amount of up to one-third of the Gross Settlement Amount,
7 currently estimated to be Eighty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three
8 Cents (\$88,333.33) **and** reimbursement of actually-incurred costs not to exceed Twenty-Five Thousand
9 Dollars and Zero Cents (\$25,000.00), and proposed Class Representative Payment to the Class
10 Representative, Plaintiff Dylan Sierra, in an amount not to exceed Five Thousand Dollars and Zero Cents
11 (\$5,000.00). While these awards appear to be within the range of reasonableness, the Court will not
12 approve the Attorneys' Fees and Litigation Costs or the Class Representative Payment until the Final
13 Approval Hearing. Class Counsel and the Class Representative will be required to present evidence
14 supporting these requests, including lodestar, prior to final approval.

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

19 All current and former non-exempt employees who worked for Defendant
20 in California at any time during the period between May 20, 2020, and May
21 6, 2025.

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

1 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
2 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the
3 representative of the Class Members.

4 8. The Court provisionally appoints Plaintiff Dylan Sierra as the representative of the Class
5 Members.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. and Sydney Castillo-
7 Johnson, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC, as Class
8 Counsel for the Class Members.

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

18 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. In
19 advance of this hearing, Defendant produced the Class Data to the Settlement Administrator, which
20 included each Class Member’s full name; last known address; Social Security Number; start dates and
21 end dates of employment; and any other information necessary to accurately calculate the number of
22 Workweeks and Pay Periods worked by Class Members and Aggrieved Employees during the Class and
23 PAGA Periods. No later than fourteen (14) days after receiving the Class Data, the Settlement
24 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.
25 Mail using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement of the Released Class Claims. Any Class Member may individually choose to opt out of and
28 be excluded from the Settlement of the Released Class Claims as provided in the Class Notice by

1 following the instructions for requesting exclusion from the Settlement of the Released Class Claims
2 that are set forth in the Notice. All requests for exclusion must be postmarked or received by the
3 Response Deadline which is forty-five (45) calendar days after the date the Notice Packet is mailed to
4 the Class Members or, in the case of a re-mailed Notice, not more than fourteen (14) calendar days after
5 the original Response Deadline. Any such person who chooses to opt out of and be excluded from the
6 Settlement of the Released Class Claims will not be entitled to an Individual Settlement Payment under
7 the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
8 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
9 Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual,
10 and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will
11 be deemed invalid.

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

18 14. A hearing on Plaintiff's Motion for Final Approval Hearing shall be held on
19 _____at _____AM in Department 12 of the Los Angeles County Superior Court to
20 consider the fairness, adequacy and reasonableness of the proposed Settlement, including without
21 limitation the: Attorneys' Fees and Litigation Costs, Class Representative Payment, PAGA Payment,
22 Administration Expenses Payment, and Individual Settlement Payments to Participating Class
23 Members. A Motion for Attorneys' Fees and Litigation Costs and Class Representative Payment shall
24 also be held before this Court on _____at _____AM in Department 12 of the
25 Los Angeles County Superior Court. All papers in support of the motion for final approval and the
26 motion for Attorneys' Fees and Litigation Costs and Class Representative Payment shall be filed with
27 the Court and served on all counsel no later than sixteen (16) court days before the hearing.

28 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall

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

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

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

20 IT IS SO ORDERED.

21
22 Dated: _____

HONORABLE CAROLYN B. KUHL

JUDGE OF THE SUPERIOR COURT