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*Attorneys for Plaintiff Eric Galvez*

**FILED**  
Superior Court of California  
County of Los Angeles

06/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

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

ERIC GALVEZ, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

YAMATO VALENCIA, INC., a California  
Corporation; YAMATO ENCINO  
CORPORATION, a California Corporation; and  
DOES 1 through 10, inclusive,

Defendants

Case No. 20STCV22760

CLASS AND REPRESENTATIVE ACTION

~~Uč æøÅ EÅÆ~~

[Hon. ~~Daniel J. Buckley~~, Dept. 1]

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: ~~April 8, 2022~~ R } ^ Å E CCG

Time: 10:30 p.m.

Dept. 1

1 The Court has before it Plaintiff Eric Galvez’s (“Plaintiff’s”) Motion for Preliminary  
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval  
3 of Class Action Settlement, the Declaration of Kane Moon, the Declaration of Plaintiff Eric  
4 Galvez, the Joint Stipulation re: Class Action Settlement (which is referred to here as the  
5 “Settlement Agreement”), and good cause appearing, the Court hereby finds, and orders as  
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary  
9 approval. The Court grants preliminary approval of the Settlement and the Settlement Class  
10 based upon the terms set forth in the Settlement Agreement attached to the Declaration of  
11 Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action  
12 Settlement (“Moon Declaration”) as Exhibit 1. The Court preliminarily finds that the terms of  
13 the Settlement appear to be within the range of possible approval, pursuant to California Code  
14 of Civil Procedure § 382 and applicable law.

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  
18 approval by this Court. The Court notes that Defendant have agreed to create a common fund  
19 of \$300,000.00 to cover (a) settlement payments to class members who do not validly opt out;  
20 (b) a \$30,000.00 allocated to penalties under the Private Attorneys General Act of 2004  
21 (“PAGA”), distributed as follows: 25% (\$7,500) to the PAGA Employees and 75% (\$22,500)  
22 to the California Labor and Workforce Development Agency; (c) Class Representative service  
23 payment of up to \$7,500.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 33-  
24 1/3% of the Gross Settlement Amount (\$100,000.00), and up to \$15,000.00 in costs for actual  
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration costs of up  
26 to \$15,000.00.

27 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair  
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
2 significant informal discovery, investigation, research, and litigation have been conducted  
3 such that counsel for the Parties at this time are able to reasonably evaluate their respective  
4 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would  
5 be presented by the further prosecution of the litigation; and (4) the proposed settlement has  
6 been reached as the result of intensive, serious, and non-collusive negotiations between the  
7 Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered  
8 into in good faith.

9 4. A final fairness hearing on the question of whether the proposed settlement,  
10 attorneys' fees and costs to Class Counsel, and the class representative's enhancement award  
11 should be finally approved as fair, reasonable and adequate as to the members of the class is  
12 hereby set in accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following  
14 class (the "Settlement Class"): "Any and all hourly, nonexempt employees who worked for  
15 Defendant in California during the Class Period". Excluded from the Settlement Class are all  
16 persons who properly and timely elect to opt out.

17 6. Upon the final approval by the Court of this Settlement and Defendant's payment  
18 of all sums due pursuant to this Settlement, and except as to such rights or claims as may be  
19 created by this Settlement, the Class Representatives, the Class and each Class Member who has  
20 not submitted a valid and timely request for exclusion as to claims other than the PAGA claim,  
21 and each PAGA Employee, regardless of whether they have requested exclusion from the  
22 Settlement of Class claims, will release claims as follows:

- 23 a. **Identity of Released Parties.** The released parties are Defendant, and each of  
24 its/their past, present and/or future, direct and/or indirect, officers, directors,  
25 members, managers, employees, agents, representatives, attorneys, insurers, partners,  
26 investors, shareholders, administrators, parent companies, subsidiaries, affiliates,  
27 DBAs, divisions, predecessors, successors, assigns, and joint venturers (collectively  
28 "Released Parties" or "Releasees").

1           **b. Date Release Becomes Active.** The Released Class and PAGA Claims will be  
2 released upon the later of (1) the Settlement’s Effective Date, or (2) the  
3 satisfaction of Defendant’s obligation to provide to the Settlement Administrator a  
4 sum in the amount required to satisfy all required payments and distributions  
5 pursuant to this Settlement and the Order and Judgment of final approval. Class  
6 Members will not release the Released Claims or Released PAGA Claims until  
7 both the Effective Date of the Settlement has occurred, and Defendant has paid all  
8 amounts owing under the Settlement.

9           **c. Claims Released by Settlement Class Members** The Class, including each and  
10 every Class Member, on behalf of himself or herself, and his or her heirs and assigns,  
11 unless he or she has submitted a timely and valid Request for Exclusion (which will  
12 not effectuate an opt-out from the release of Released PAGA Claims), hereby release  
13 Releasees from the following claims for the entire Class Period:

- 14           1) any and all claims, rights, demands, liabilities, penalties, costs,  
15 expenses, attorneys’ fees, damages, and causes of action that are alleged, or  
16 reasonably could have been alleged based on the facts and claims asserted in  
17 the operative complaint in this action, including the following claims: failure  
18 to pay minimum and straight time wages, failure to pay overtime  
19 compensation, failure to provide compliant meal periods, failure to authorize  
20 and permit compliant rest periods, failure to indemnify necessary business  
21 expenses, failure to timely pay final wages upon separation from employment,  
22 failure to provide and maintain accurate itemized wage statements, Unfair  
23 Practices under the Unfair Competition Act (“UCL”), during the Class Period,  
24 including violation of the following sections of the California Labor Code  
25 sections 201, 202, 203, 204, 218.5 218.6, 226, 226.3, 226.7, 510, 512, 558,  
26 558.1, 1194, 1194.2, 1197, 1198, 2802, derivative claims under California  
27 Business & Professions Code § 17200, violation of the California Code of  
28 Regulations, Title 8 section 11040, violation of the California Industrial Wage

1 Orders, and violation of California’s unfair business practices and unfair  
2 competition laws, as well as any potential penalties, interest, or attorneys’ fees  
3 associated with these causes of action under California or federal law  
4 (“Released Claims”). As to any participating Settlement Class Member who  
5 cashes and/or negotiates the check representing their individual Settlement  
6 Payment, the signing and negotiation of that check shall serve as the  
7 Settlement Class Member’s consent to join the action for purposes of  
8 releasing the Released Claims arising under the Fair Labor Standards Act  
9 (“FLSA”).

10 d. **Claims Released by the Class, Including PAGA Employees.** The PAGA  
11 Settlement Employees, including Plaintiff, regardless of whether they have  
12 requested exclusion from the Settlement as to Class claims, hereby release  
13 Releasees from the following claims for the entire PAGA Period:

- 14 1) any and all claims, causes of action, damages, expenses, benefits,  
15 interest, penalties, attorneys’ fees, costs, and any other form of relief or  
16 remedy in law, equity, or whatever kind or nature that were asserted or  
17 could have been asserted with respect to the Private Attorneys General  
18 Act (“PAGA”) claims asserted in the Action and in Plaintiff’s LWDA  
19 Notice(s) submitted to the LWDA in this Action on June 4, 2020.  
20 (“Released PAGA Claims”).

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

1           8.     The Court appoints, for settlement purposes only, Eric Galvez, as Class  
2 Representative.

3           9.     The Court appoints, for settlement purposes only, Moon & Yang, APC, as Class  
4 Counsel. The Court further preliminarily approves Class Counsel's ability to request  
5 attorneys' fees of up to one-third of the Total Settlement Amount (\$100,000.00), and costs not  
6 exceeding \$15,000.00.

7           10.    The Court appoints Phoenix Class Action Administration Solutions as the  
8 Settlement Administrator with reasonable administration costs estimated not to exceed  
9 \$15,000.00.

10          11.    The Court approves, as to form and content the Notice, attached as Exhibit A to  
11 the Joint Stipulation re: Class Action Settlement. The Court finds on a preliminary basis that  
12 plan for distribution of the Notice to Settlement Class Members satisfies due process, provides  
13 the best notice practicable under the circumstances, and shall constitute due and sufficient  
14 notice to all persons entitled thereto.

15          12.    The Parties are ordered to carry out the Settlement according to the terms of the  
16 Agreement.

17          13.    Any class member who does not request exclusion from the settlement may  
18 object to the Settlement Agreement.

19          14.    The Court orders the following Implementation Schedule:

21          Defendant to provide Class List to the 22          Settlement Administrator	Within 14 days of preliminary approval
23          Settlement Administrator to mail the 24          Notice Packets by First Class Mail	Within 14 days of receipt of the class data base
25          Response Deadline	60 days after mailing

1 2 3 Deadline to file Motion for Final Approval	Per the Code of Civil Procedure (i.e. 16 court days prior to the Final Approval Hearing
4 5 Final Approval Hearing	FFBFDCCGÄäFENKÄÖT Ä ÅÖ\ æd ^} öF

6 15. The Court further ORDERS that, pending further order of this Court, all  
7 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

8 16. The Agreement and the Settlement are preliminarily approved but are not an  
9 admission by Defendant of the validity of any claims in this class action, or of any wrongdoing  
10 by Defendant or of any violation of law. Neither the Agreement nor any related document shall  
11 be offered or received in evidence in any civil, criminal, or administrative action or proceeding  
12 other than such proceedings as may be necessary to consummate or enforce the Agreement and  
13 Settlement. The obligations set forth in the Agreement are deemed part of this Order.

14 **IT IS SO ORDERED.**



15 *[Handwritten Signature]*

16 Stuart M. Rice / Judge

17 Hon. ~~Daniel J. Buckley~~ Úč æöÄ ÈÜä^  
18 Judge of the Los Angeles County Superior Court

19 DATE: 06/08/2022

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,  
7 Los Angeles, California 90017. On March 4, 2022, I served the foregoing document described as:

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

10 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
11 addressed as follows:

12 Marie D. Davis, Esq.  
13 Evelyn E. Zarraga, Esq.  
14 **LANDEGGER RIVAS VERANO &  
15 DAVIS, ALC**  
16 15760 Ventura Boulevard, Suite 1200  
17 Encino, California 91436  
18 *Attorney for Defendant Yamato Valencia,  
19 Inc. (via Case Anywhere)*

20 **[X] BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to  
21 accept electronic service, I caused the documents to be sent to the persons at the electronic  
22 service addresses listed above via third-party cloud service **CASEANYWHERE.**

23 X (State) I declare under penalty of perjury under the laws of the State of  
24 California that the above is true and correct.

25 Executed on March 4, 2022, at Los Angeles, California.

26 Janelle Jickain

27 Name

28 

Signature