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9 *Attorneys for Plaintiff and the [Proposed] Class*

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

12 CYNTHIA AROCHE, an individual; CARLOS  
DIAZ MORENO, an individual; DAVID  
13 ABRAHAM LOPEZ, an individual; and on  
behalf of all others similarly situated;

14 Plaintiffs,

15 v.

16 VERACRUZ RESTAURANT, a business  
17 entity form unknown; and DOES 1 through 100,  
18 inclusive;

19 Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles  
03/23/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: B. Guerrero Deputy

Case No.: 19STCV12310

[Assigned to Hon. Kenneth R. Freeman, Dept. 14]

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Complaint Filed: April 10, 2015

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1 **~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**  
2 **SETTLEMENT**

3 Plaintiffs Cynthia Aroche, Carlos Diaz Moreno, and David Abraham Lopez’ (collectively  
4 “Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement came before this court on  
5 September 21, 2021 at 11:00 a.m.. The Court, having considered the Class Action Settlement and  
6 Release (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Daniel Srourian ¶ 8  
7 filed concurrently herewith, and the exhibits attached thereto; having considered Plaintiffs’  
8 Unopposed Motion for Preliminary Approval of Class Action Settlement, memorandum of points  
9 and authorities, supporting declarations filed therewith, and good cause appearing thereto, HEREBY  
10 ORDERS THE FOLLOWING:

11 The Court grants preliminary approval of the class action settlement as set forth in the  
12 Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement  
13 that ultimately could be granted approval by the Court at the Final Fairness Hearing. For purposes  
14 of the settlement, the Court finds that the proposed Class is ascertainable and that there is a  
15 sufficiently well-defined community of interest among the Class Members in questions of law and  
16 fact. Therefore, for settlement purposes only, the Court grants conditional certification of the Class,  
17 defined as follows:

18 All non-exempt employees of Defendants who worked for Defendants in California  
19 from April 10, 2015 through the Preliminary Approval Date.

20 1. For purposes of the settlement, the Court further designates Plaintiffs, Cynthia  
21 Aroche, Carlos Diaz Moreno, and David Abraham Lopez as the class representatives, and Daniel  
22 Srourian of Srourian Law Firm, P.C. and Sarkis Sirmabekian of Sirmabekian Law Firm, PC as Class  
23 Counsel;

24 2. The Court designates Phoenix Class Action Administration Solutions as the third-  
25 party Settlement Administrator for mailing notices and all other services required under the  
26 Settlement Agreement;

27 3. The Court approves, as to form and content, the Notice of Class Settlement, attached  
28 as **Exhibit 1** to this Order;

1           4.       The Court finds that the form of notice to the Class Members regarding the pendency  
2 of the Action and of this settlement, and the methods of giving notice to Class Members constitute  
3 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice  
4 to all Class Members. The form and method of giving notice complies fully with the requirements  
5 of California Code of Civil Procedure section 382 and 384, California Civil Code section 1781,  
6 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other  
7 applicable law;

8           5.       The Court further approves the procedures for Class Members to opt out of or object  
9 to the settlement, as set forth in the Settlement Agreement and the Notice of Class Settlement;

10          6.       The procedures and requirements for filing objections in connection with the Final  
11 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly  
12 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the  
13 due process rights of all Class Members;

14          7.       The Court directs the Settlement Administrator to administer the Notice of Class  
15 Settlement in accordance with the following, which includes: a) translating the Notice of Class  
16 Settlement in Spanish; b) mailing the Notice of Class Settlement to Class Members in both English  
17 and Spanish; and c) including a stamped envelope addressed to the Settlement Administrator along  
18 with the Notice of Class Settlement. All Requests for Exclusion and Objection(s) shall be submitted  
19 to the Settlement Administrator, not to Class Counsel or Defendants' counsel, however, the  
20 Settlement Administrator will submit copies to the parties' counsel. At final approval, the Settlement  
21 Administrator shall file a declaration authenticating a copy of every Request for Exclusion and  
22 Objection received by the Settlement Administrator;

23          8.       The Court directs the Settlement Administrator, or counsel for the parties, to give  
24 notice to any objecting party of any continuance of the hearing on the motion for final approval  
25 ("Final Approval Hearing");

26          9.       A Final Approval Hearing on the question of whether the settlement should be finally  
27 approved as fair, reasonable and adequate is scheduled in Department 14 of the above-entitled Court  
28 located at 312 North Spring Street, Los Angeles, CA 90012 on August 11, 2022  
(approximately 120 days following the preliminary approval) at 10:00 a.m.

1           10.     At the Final Approval Hearing, the Court will consider this: a) whether the settlement  
2 should be approved as fair, reasonable, and adequate for the Class; b) whether the judgment granting  
3 final approval of the settlement should be entered; and c) whether Plaintiffs' application for the Class  
4 Counsel Award, the Class Representative Service Award, and Settlement Administration Costs  
5 should be granted;

6           11.     Counsel for the parties shall file memoranda, declarations, or other statements and  
7 materials in support of their request for final approval of the settlement, the Class Counsel Award,  
8 and the Class Representative Service Award no later than July 11, 2022 ;

9           12.     Pending the Final Approval Hearing, all proceedings in this action, other than  
10 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement  
11 and this Order, are stayed; and

12           13.     Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
13 connection with the administration of the settlement which are not materially inconsistent with either  
14 this Order or the terms of the Settlement Agreement.

15           **IT IS SO ORDERED.**

16 DATED: 03/23/2022



A handwritten signature in black ink, appearing to read "K. Freeman".

Kenneth R. Freeman / Judge  
*The Hon. Kenneth R. Freeman*  
Judge of the Superior Court

# EXHIBIT 1

## NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

### Why did I get this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Cynthia Aroche, Carlos Diaz Moreno, and David Abraham Lopez v. Veracruz Restaurant and Zenia Leon*, Superior Court of the State of California for the County of Los Angeles, Case No. 19STCV12310 (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the case, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

<b>DO NOTHING</b>	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendants for the claims released under the Settlement
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	You may have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. However, if you do so, you will not receive any payment under the Settlement.
<b>OBJECT</b>	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

### Who is affected by the Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees of Defendants who worked for Defendants in California during the time period of April 10, 2015, through {insert}

According to Defendants’ records, you are a member of the Class (a “Class Member”).

### What is this Lawsuit about?

In the Action, Plaintiffs allege on behalf of themselves and the Class the following claims against Defendants: (1) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, *et seq.*); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1198 & 510, *et seq.*); (3) failure to pay meal period compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198, *et seq.*); (4) failure to pay rest period compensation (Cal. Lab. Code §§ 226.7 & 1198, *et seq.*); (5) failure to furnish accurate wage and hour statements (Cal. Lab. Code § 226); (6) failure to pay wages upon discharge (Cal. Lab. Code §§ 201 & 202, *et seq.*); (7) failure to indemnify (Cal. Lab. Code § 2802); (8) Unfair Competition (Business and Professions Code § 17200, *et seq.*); and (9) Violation of Private Attorney General Act of 2004, California Labor Code § 2698, *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Operative Complaint

Defendants deny any and all wrongdoing, and maintain that they have complied with all laws alleged to have been violated in the Operative Complaint. Defendants note that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendants. The Court has not ruled

on the merits of Plaintiffs' claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendants (the "Parties"), through their attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs and Class Counsel believe this Settlement is in the best interests of the Class.

### Who are the attorneys in this lawsuit?

#### Class Counsel

SROURIAN LAW FIRM, P.C.  
Daniel Srourian  
3435 Wilshire Blvd., Suite 1710  
Los Angeles, California 90010  
Telephone: 310.601.3131

SIRMABEKIAN LAW FIRM, PC  
Sarkis Sirmabekian  
3435 Wilshire Blvd., Suite 1710  
Los Angeles, California 90010  
Telephone: 818.473.5003

#### Defendant's Counsel

ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
Scott K. Dauscher  
Jon M. Setoguchi  
12800 Center Court Drive South, Suite 300  
Cerritos, California 90703  
Telephone: 562.653.3200

### What will I receive under the Settlement?

Subject to final Court approval, Defendants will pay \$200,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, a service award to Plaintiffs, payment to the California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, settlement administration costs from Gross Settlement Amount, and True-Up Payments there will be a Net Settlement Amount of at least \$**{insert}**.

Prior to distribution of Individual Settlement Payments to each Class Member who does not opt-out of the Settlement Class ("Settlement Class Members"), payment of Two Hundred and Two Dollars (\$202.00), will be deducted from the Gross Settlement Amount and shall be made to each of the 20 Class Members who did not sign a "Pick-Up Stix" release and accept a "Pick-Up Stix" payment from Defendants while the Action was pending ("True-Up Payments"). True-Up Payments are contemplated to assure equal treatment of all Class Members.

The Settlement Administrator shall then calculate the total Compensable Work Weeks for all Settlement Class Members based on the Class Information provided by Defendants. The respective Compensable Work Weeks for each Settlement Class Member will be divided by the total Compensable Work Weeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.

According to Defendants' records, you **{are} {are not}** entitled to a True-Up Payment **{because you did not sign a release or accept compensation from Defendants while the Action was pending} {because you signed a release and accepted compensation from Defendants while the Action was pending}**.

According to Defendants' records, during the period from April 10, 2015 through **{insert}**, you worked **{insert}** Compensable Workweeks for Defendants in California as a non-exempt employee. Based on your Compensable Workweeks, your Individual Settlement Payment is estimated to be \$**{insert}**.

Your Individual Settlement Payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator by mail, postmarked no later than {insert}. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number, and be signed by you; (2) contain the case name and case number; and (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute. You may also wish to attach any documentation demonstrating that you were not credited with the correct number of Compensable Workweeks.

### **When and how will I receive payment under the Settlement?**

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any and all settlement checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g. cash or deposit) a settlement check within this time period, your check will be voided by the Settlement Administrator, but you will remain bound by the terms of the Settlement.

The settlement payment issued to you will be allocated as follows: twenty percent (20%) as wages, forty percent (40%) as penalties, and forty percent (40%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of this Settlement.

In the event that an Individual Settlement Payment allocated to penalties and interest exceeds the threshold amount that must be reported to the Internal Revenue Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable IRS regulations on issuing 1099's without a social security number or tax entity identification number, and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross Settlement Amount, including, but not limited to limiting payments below the reportable threshold and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact Class Members who are entitled to payments that exceed the taxable income threshold twice, with at least 30 days between the two contacts.

### **How will the lawyers be paid and how will other funds be distributed under the Settlement?**

Class Counsel will ask the Court to award attorneys' fees up to Sixty-Six Thousand Six Hundred Sixty-Six Dollars and No Cents (\$66,666.00) (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs not to exceed Ten Thousand Dollars (\$10,000.00). In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to Five Thousand Dollars (\$5,000.00) to each of the Plaintiffs for their efforts in representing the Class. The cost of administering the Settlement will not exceed Ten Thousand Dollars (\$10,000.00). A payment in the amount of Five Thousand Dollars (\$5,000.00) will also be made to the LWDA for PAGA penalties. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

### **What claims are being released under the Settlement?**

As of the Effective Date, and only after the Settlement has been fully funded by Defendants, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (1) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 &



1198, *et seq.*); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1198 & 510, *et seq.*); (3) failure to pay meal period compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198, *et seq.*); (4) failure to pay rest period compensation (Cal. Lab. Code §§ 226.7 & 1198, *et seq.*); (5) failure to furnish accurate wage and hour statements (Cal. Lab. Code § 226); (6) failure to pay wages upon discharge (Cal. Lab. Code §§ 201 & 202, *et seq.*); (7) failure to indemnify (Cal. Lab. Code § 2802); (8) Unfair Competition (Business and Professions Code § 17200, *et seq.*); and (9) Violation of Private Attorney General Act of 2004, California Labor Code § 2698, *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Operative Complaint, including but not limited to statutory, constitutional, or contractual damages; unpaid costs; penalties; punitive damages; interest; attorneys' fees; litigation costs; restitution; and equitable relief. Upon the Effective Date and the funding of the Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Class Period.

The Effective Date is the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no objection to the Settlement, or if there is an objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

### What are my options?

You have two options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

**OPTION A. Remain in the Class.** If you remain in the Class, you will be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

**OPTION B. If You Do Not Want To Be Bound By The Settlement.** If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at **{insert}**. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number or full employee ID number, and be signed by you; (2) contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement. In order to be timely, your Request for Exclusion must be postmarked on or before **{insert}**. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether it has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in the Action.

**Objecting to the Settlement:** If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must mail to the Settlement Administrator at **{insert}**, a written statement of objection. In order to be valid, the Objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number or full employee ID number, and be signed by you; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; and (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection. The date of the postmark on the return mailing envelope on the objection shall be the exclusive means used to determine whether the objection has been timely submitted. Class Members may also appear at the Settlement Fairness Hearing and orally object without first providing a written objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

#### What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on {insert} in Department 14 of the Los Angeles County Superior Court, Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012.

The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement. Notice of any final judgment will be posted on the settlement website located at: {insert}. Further, any notice of any change of the date or location of the final approval hearing will also be posted on the settlement website.

#### How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles County Superior Court - Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012. You can also visit the settlement website located at: {insert} for more information, including a copy of the Settlement Agreement.

#### Los Angeles Superior Court Social Distancing Procedures

Please go to <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx> for all updates regarding the Court's current social distancing procedures for attendance at hearings and review of court files.

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT REGARDING THIS NOTICE OR THE ACTION**