

1 Kane Moon (SBN 249834)
Lilit Ter-Astvatsatryan (SBN 320389)
2 **MOON & YANG, APC**
1055 W. Seventh St., Suite 1880
3 Los Angeles, California 90017
Telephone: (213) 232-3128
4 Facsimile: (213) 232-3125
E-mail: kane.moon@moonyanglaw.com
5 E-mail: lilit@moonyanglaw.com

FILED
Superior Court of California
County of Los Angeles
11/09/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. M'Greené Deputy

6 Attorneys for Plaintiff CYNTHIA DELA VEGA

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 CYNTHIA DELA VEGA, individually, and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14
15 VALERIO'S TROPICAL BAKESHOP I, INC.,
a California corporation; VALERIO'S
16 TROPICAL BAKESHOP II, INC., a California
corporation; VALERIO'S TROPICAL
17 BAKESHOP III, INC., a California corporation;
VALERIO'S TROPICAL BAKESHOP IV,
18 INC., a California corporation; VALERIO'S
TROPICAL BAKESHOP V, INC., a California
19 corporation; VALERIO'S TROPICAL
BAKESHOP VI, INC., a California corporation;
20 VALERIO'S TROPICAL BAKESHOP VII,
INC., a California corporation; VALERIO'S
21 TROPICAL BAKESHOP VIII, INC., a
California corporation; VALERIO'S
22 TROPICAL BAKESHOP IX, INC., a California
corporation; VALERIO'S TROPICAL
23 BAKESHOP X, INC., a California corporation;
VALERIO'S TROPICAL BAKESHOP XI,
24 INC., a California corporation; VALERIO'S
TROPICAL BAKESHOP XII, INC., a
25 California corporation; and DOES 1 through 10,
inclusive,

26 Defendants
27
28

Case No.: 20STCV27597

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Carolyn B. Kuhl, Dept. 12]

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

Action Filed: July 17, 2020
Trial Date: Not Set

1 The Court has before it Plaintiff Cynthia Dela Vega’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class and PAGA Action Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class and PAGA Action Settlement, the Declaration of Kane Moon,
4 the Declaration of Plaintiff Cynthia Dela Vega, the First Amended Joint Stipulation and
5 Settlement Agreement (which is referred to here as the “Settlement” or “Settlement
6 Agreement”), and good cause appearing, the Court hereby finds, and orders as 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 Lilit
11 Ter-Astvatsatryan in Support of Plaintiff’s Motion for Preliminary Approval of Class and
12 PAGA Action Settlement (“LTA Declaration”) as **Exhibit 1**. The Court preliminarily finds
13 that the terms of the Settlement appear to be within the range of possible approval, pursuant to
14 California Code 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 Defendants have agreed to create a common fund
19 of \$1,100,000.00 to cover (a) settlement payments to class members who do not validly opt out;
20 (b) \$75,000.00 allocated to penalties under the Private Attorneys General Act of 2004
21 (“PAGA”), distributed as follows: 25% (\$18,750.00) to the PAGA Employees and 75%
22 (\$56,250.00) to the California Labor and Workforce Development Agency; (c) Class
23 Representative Enhancement Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel’s
24 attorneys’ fees, not to exceed 33.3% of the Gross Settlement Amount (\$366,300.00), and up to
25 \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
26 Administration costs of up to \$15,000.00.

27 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
28 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 such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed settlement has been reached
6 as the result of intensive, serious, and non-collusive negotiations between the Parties.
7 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in
8 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 class
14 (the "Settlement Class"): "Any and all persons who have been employed by Defendants as
15 nonexempt, hourly employees in California at any time from July 17, 2016 to April 22, 2022
16 (the "Class Period")." Excluded from the Settlement Class are all persons who properly and
17 timely elect to opt out.

18 6. The PAGA Employee, or Aggrieved Employee, Group is provisionally approved
19 for settlement purposes only. The court notes the PAGA Employee Group includes "all
20 individuals employed as non-exempt employees by Defendants within California from July 17, 2019
21 to April 22, 2022 ("PAGA Period")."

22 7. Upon the final approval by the Court of this Settlement and Defendants' payment
23 of all sums due pursuant to this Settlement, and except as to such rights or claims as may be
24 created by this Settlement, the Class Representatives, the Class and each Class Member who has
25 not submitted a valid and timely request for exclusion as to claims other than the PAGA claim,
26 and each PAGA Employee, regardless of whether they have requested exclusion from the
27 Settlement of Class claims, will release claims as follows:

28 a. **Release of Claims.** Upon Defendants' fulfillment of its payment obligations under

1 Section IV(I)(9)(a) of this Agreement, Class Members, who do not submit a timely
2 and valid request for exclusion, hereby waive, release, promise never to assert in any
3 forum, remise and forever discharge the Released Parties from the Released Claims
4 during the Class Period.

5 b. **Released Claims.** Upon Effective Final Settlement Date, the claims that Plaintiff,
6 the other Participating Class Members, and the Eligible Aggrieved Employees are
7 releasing in exchange for the consideration provided for by this Agreement are all
8 known and unknown claims, rights, demands, damages, liabilities and causes of
9 action, in law or in equity, arising at any time during the Class Period alleged in the
10 Complaint, Plaintiff’s letter to the LWDA, ascertained in course of the Action, or
11 that could have been alleged based on the facts pleaded, including but not limited
12 to California Labor Code §§ 201- 203, 204, 226, 226.3, 226.7, 510, 512, 1174,
13 1174.5, 1194, 1197, 1197.1, 1198, any category of violations identified in Labor
14 Code § 2699.5, and the related applicable IWC Wage Orders.

15 c. **Released Parties.** Defendants and each of their current and former owners,
16 operators, officers, members, directors, shareholders, partners, affiliated companies,
17 parent companies, subsidiary companies, holding companies, predecessors,
18 successors, insurers, assigns, trustees, DBAs, franchisors, franchisees, payroll
19 service providers, legal representatives, accountants, employees, independent
20 contractors, lessors, and agents.

21 d. **Effect of PAGA Settlement.** Upon Defendants’ fulfillment of its payment
22 obligations under Section IV(I)(9)(a) of this Agreement, the LWDA, and any other
23 representative, proxy, or agent thereof, including, but not limited to, any and all
24 Eligible Aggrieved Employees during the PAGA Timeframe, shall not pursue any
25 action for civil penalties under the California Labor Code Private Attorneys General
26 Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, against, the Released Parties
27 based on or arising out of alleged violations of Labor Code sections alleged in
28 Plaintiff’s letter to the LWDA and the Complaint

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

9 9. The Court appoints, for settlement purposes only, Cynthia Dela Vega, as Class
10 Representative.

11 10. The Court appoints, for settlement purposes only, Moon & Yang, APC, as Class
12 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
13 fees of up to thirty-three and one-third (33.3%) of the Total Settlement Amount (\$366,300.00),
14 and costs not to exceed \$25,000.00.

15 11. The Court appoints Phoenix Class Action Administration Solutions as the
16 Settlement Administrator with reasonable administration costs estimated not to exceed
17 \$15,000.00.

18 12. The Court approves the Notice, as to its form and content, attached as **Exhibit 3**
19 to the Declaration of Lilit Ter-Astvatsatryan. The Court finds on a preliminary basis that plan
20 for distribution of the Notice to Settlement Class Members satisfies due process, provides the
21 best notice practicable under the circumstances, and shall constitute due and sufficient notice
22 to all persons entitled thereto. V@Á [g^Á @|Á^Á q^} Á Á) * |ã @ã áÁ Áæ æ| * È

23 13. The Parties are ordered to carry out the Settlement according to the terms of the
24 Agreement.

25 14. Any class member who does not request exclusion from the settlement may
26 object to the Settlement Agreement.

27 15. The Court orders the following Implementation Schedule:
28

1 2	Defendants to provide Class List to the Settlement Administrator	Within 21 days of preliminary approval
3 4	Settlement Administrator to mail the Notice Packets by First Class Mail	Within 14 days of receipt of the Class List
5 6	Response Deadline	60 days from the initial mailing of the Notice Packet
7 8	Deadline to file Motion for Final Approval	
9 10	Final Approval Hearing	_____ in Department 12

11
12 16. The Court further ORDERS that, pending further order of this Court, all
13 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

14 17. The Settlement is preliminarily approved but is not an admission by Defendants of
15 the validity of any claims in this class and PAGA action, or of any wrongdoing or violation of law
16 by Defendants. Neither the Agreement nor any related document shall be offered or received in
17 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings
18 as may be necessary to consummate or enforce the Agreement and Settlement. The obligations
19 set forth in the Agreement are deemed part of this Order.

20 **IT IS SO ORDERED.**

21
22
23 DATE: 11/09/2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl, Dept. 12
Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

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

6 I am employed in the county of Los Angeles, State of California. I am over the age of 18
7 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
8 Los Angeles, California 90017. On October 27, 2022, I served the foregoing document described
9 as:

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

12 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
13 addressed as follows:

14 Ann Smith
15 Michele L. Collender
16 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**
17 12800 Center Court Drive, Suite 300
18 Cerritos, CA 90703
19 Tel.: 562-653-3200
20 Fax: 562-653-3333
21 asmith@aalrr.com
22 michele.collender@aalrr.com

23 *Attorneys for Defendants Valerio’s Tropical Bakeshop I, Inc., Valerio’s Tropical Bakeshop II, Inc.,*
24 *Valerio’s Tropical Bakeshop III, Inc., Valerio’s Tropical Bakeshop V, Inc., Valerio’s Tropical*
25 *Bakeshop VI, Inc., Valerio’s Tropical Bakeshop VII, Inc., Valerio’s Tropical Bakeshop X, Inc.,*
26 *Valerio’s Tropical Bakeshop XI, Inc, and Valerio’s Tropical Bakeshop XII, Inc.*

27 **BY Via Court Approved Efiling & Eservice Vendor: FILE & SERVE EXPRESS:**
28 by transmitting via electric service the document(s) listed above to the parties and or
email address(es) set forth below.

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

31 Executed on October 27, 2022, at Los Angeles, California.

32 _____
33 Ivette Hernandez

34 Name

35 
36 _____
37 Signature