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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ORANGE COUNTY**

12 MARTHA CERVANTES AS SUCCESSOR  
13 IN INTEREST FOR JUAN CENTENO,  
14 JAVIER VASQUEZ, AND LUIS  
GONZALEZ, on behalf of themselves and for  
all similarly situated persons, and the general  
public;

15 Plaintiffs,

16 v.

17  
18 RONCO PLASTICS INC.; and DOES 1 to 50,  
inclusive,

19 Defendants.  
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23  
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CASE NO. 30-2022-01241548-CU-OE-CXC

*[Assigned for all purposes to the Honorable, Randall J. Sherman, Dep. CX105]*

**[PROPOSED] ORDER:**

- 25 (1) **GRANTING CONDITIONAL**
- 26 **CERTIFICATION OF SETTLEMENT**
- 27 **CLASS AND PRELIMINARY**
- 28 **APPROVAL OF SETTLEMENT;**
- (2) **APPROVING CLASS NOTICE AND**
- RELATED MATERIALS;**
- (3) **APPOINTING SETTLEMENT**
- ADMINISTRATOR; AND**
- (4) **SCHEDULING FINAL APPROVAL**
- HEARING**

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

2           The Motion for Preliminary Approval of Class Action Settlement came before this Court on  
3 April 21, 2023 at 10:00 am in Department CX105 of the above court. The Court, having considered  
4 the papers submitted in support of the application of the parties, **HEREBY ORDERS THE**  
5 **FOLLOWING:**

6           1.       The Court grants preliminary approval of the Settlement and the Settlement Class  
7 based upon the terms set forth in the Stipulation of Settlement and Release, as amended (“Settlement  
8 Agreement”) filed with the Declarations of Amir Seyedfarshi and Farrah Mirabel. All terms used  
9 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth  
10 in the Settlement Agreement appears to be fair, adequate and reasonable to the Settlement Class.

11           2.       The Settlement, including the \$125,000 settlement amount, falls within the range of  
12 reasonableness and appears to be presumptively valid, pursuant to California Code of Civil Procedure  
13 § 382 and applicable law, subject ~~only~~ to any objections that may be raised at the final fairness  
14 hearing and final approval by this Court. The Court finds on a preliminary basis that: (1) the  
15 settlement amount is fair and reasonable to the class members when balanced against the probable  
16 outcome of further litigation relating to class certification, liability and damages issues, and potential  
17 appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted  
18 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
19 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
20 further prosecution of the litigation; and (4) it appears that the proposed settlement has been reached  
21 as the result of intensive, serious, and non-collusive negotiations between the Parties with the  
22 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that  
23 the Settlement Agreement was entered into in good faith.

24           3.       A final fairness hearing on the question of whether the proposed Settlement, attorneys’  
25 fees and costs to Class Counsel, and the Class Representatives’ Enhancement Awards should be  
26 finally approved as fair, reasonable and adequate as to the members of the Settlement Class is  
27 scheduled in Department CX105 on the date and time set forth in the implementation schedule in  
28 Paragraph 10 below.

1           4.       The Court provisionally certifies for settlement purposes only the following class (the  
2 “Settlement Class”): “All current and former hourly and/or non-exempt persons employed by  
3 Defendants in California during the Settlement Period.”

4           5.       The **Settlement Period means the period from January 22, 2018 to May 17, 2022.**

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

13           4.       This Court approves, as to form and content, the Notice (“Class Notice”), in  
14 substantially the form attached to the Settlement Agreement as **Exhibit A**. The Court approves the  
15 procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set  
16 forth in the Stipulation of Settlement.

17           5.       The Court directs the mailing of the Class Notice by first class mail to the Class  
18 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates  
19 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,  
20 meet the requirements of due process and provide the best notice practicable under the circumstances  
21 and shall constitute due and sufficient notice to all persons entitled thereto.

22           6.       It is ordered that the Settlement Class is preliminarily certified for settlement purposes  
23 only.

24           7.       The Court confirms Plaintiffs Martha Cervantes as successor in interest for Juan  
25 Centeno, Javier Vasquez and Luis Gonzalez, as Class Representatives, and Amir Seyedfarshi of  
26 Employment Rights Law Group, APC, and Farrah Mirabel of Law Offices of Farrah Mirabel, PC as  
27 Class Counsel.

28           8.       The Court confirms Phoenix Settlement Administration Solutions as the Settlement  
Administrator.

