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15 Attorneys for Plaintiff, NOEMI SERVIN, as an individual and on behalf of all similarly situated  
16 employees

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **THE COUNTY OF ORANGE**

19 **CIVIL COMPLEX CENTER**

20 NOEMI SERVIN, as an individual and on  
21 behalf of all similarly situated employees,

22 Plaintiffs,

23 v.

24 ABRAZAR, INC., and DOES 1 through 50,  
25 inclusive,

26 Defendants.

Case No.: 30-2022-01250064-CU-OE-CXC

**CLASS ACTION**

**[PROPOSED] ORDER:**

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

Assigned for all purposes to:  
Hon. Randall J. Sherman, Dept. CX-105

Complaint Filed: March 15, 2022  
Trial Date: None Yet Set

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

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court  
3 on August 11, 2023 in Department CX105 of the above court. The Court, having considered the  
4 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 (“Settlement  
8 Agreement”) filed with the Declarations of Kevin Mahoney and Amir Seyedfarshi, as amended.  
9 All terms used herein shall have the same meaning as defined in the Settlement Agreement. The  
10 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to  
11 the Settlement Class.

12 2. The Settlement, including the \$350,000.00 settlement amount, falls within the  
13 range of reasonableness and appears to be presumptively valid, pursuant to California Code of  
14 Civil Procedure § 382 and applicable law, subject only to any objections that may be raised at  
15 the Final Approval Hearing and final approval by this Court. The Court finds on a preliminary  
16 basis that: (1) the settlement amount is fair and reasonable to the class members when balanced  
17 against the probable outcome of further litigation relating to class certification, liability and  
18 damages issues, and potential appeals; (2) significant informal discovery, investigation,  
19 research, and litigation have been conducted such that counsel for the Parties at this time are  
20 able to reasonably evaluate their respective positions; (3) settlement at this time will avoid  
21 substantial costs, delay, and risks that would be presented by the further prosecution of the  
22 litigation; and (4) the proposed settlement has been reached as the result of intensive, serious,  
23 and non-collusive negotiations between the Parties with the assistance of a well-respected class  
24 action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was  
25 entered into in good faith.

26 3. A Final Approval Hearing on the question of whether the proposed Settlement,  
27 attorneys’ fees and costs to Class Counsel, and the Class Representative’s Enhancement Award  
28 should be finally approved as fair, reasonable and adequate as to the members of the Settlement

1 Class is scheduled in Department CX105 on the date and time set forth in the implementation  
2 schedule in Paragraph 9 below.

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

6 5. The Settlement Period means the period from October 16, 2016 through  
7 November 1, 2022.

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

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

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

25 6. It is ordered that the Settlement Class is preliminarily certified for settlement  
26 purposes only.

27 7. The Court confirms Plaintiff Noemi Servin as Class Representatives, and Amir  
28 Seyedfarshi of Employment Rights Law Group, APC, and Kevin Mahoney and Laura Theriault  
of Mahoney Law Group, APC as Class Counsel.

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

3 9. The Court orders the following **Implementation Schedule** for further  
4 proceedings:

5		
6		
7	a. Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 15 calendar days after the Preliminary Approval Date]
8		
9		
10	b. Deadline for Settlement Administrator to Mail Notice to Class Members	[Within 3 business days from receipt of the Class Member Information]
11		
12	c. Deadline for Class Members to Object or Request to be Excluded from Settlement	[60 calendar days after mailing of the Class Notice]
13		
14	f. Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval Hearing]
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17		
18	g. <b>Final Approval and Fairness Hearing</b>	<b>December 15, 2023 at 10:00 AM</b>
19		
20		

21 11. If any of the dates in this Implementation Schedule falls on a weekend, bank or  
22 court holiday, the time to act shall be extended to the next business day.

23  
24 **IT IS SO ORDERED.**

25  
26 Dated: **August 15, 2023**

27   
28 HON. RANDALL SHERMAN  
JUDGE OF THE SUPERIOR COURT

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**PROOF OF SERVICE**

Code of Civ. Proc. § 1013a, subd. (3)

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **August 15, 2023**, I served [X] true copies [ ] originals of the following document(s): **PROPOSED ORDER**. I served the document(s) on the person(s) below as follows:


Shaun J. Voigt, Esq. <b>FISHER &amp; PHILLIPS LLP</b> 444 South Flower Street, Suite 1500 Los Angeles, CA 90071	Attorneys for Defendant ABRAZAR, INC.  Telephone: (213) 330-4500 Facsimile: (213) 330-4501 Email: <a href="mailto:svoight@fisherphillips.com">svoight@fisherphillips.com</a>
John A. Mavros, Esq. Albert C. Lin, Esq. <b>FISHER &amp; PHILLIPS LLP</b> 2050 Main Street, Suite 100 Irvine, CA 92614	Attorneys for Defendant ABRAZAR, INC.  Telephone: (213) 239-9800 Facsimile: (213) 239-9045 Email: <a href="mailto:jmavros@fisherphillips.com">jmavros@fisherphillips.com</a> <a href="mailto:alin@fisherphillips.com">alin@fisherphillips.com</a>
Amir H. Seyedfarshi, Esq. <b>EMPLOYMENT RIGHTS LAW GROUP, APC</b> 6380 Wilshire Blvd., Ste. 1602 Los Angeles, CA 90048	Co-Counsel for Plaintiff NOEMI SERVIN  Telephone: (424) 777-0964 Email: <a href="mailto:amir@employmentrightslawgroup.com">amir@employmentrightslawgroup.com</a>

The document(s) were served by the following means:

**By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address smarquez@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

**(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 15, 2023**, at Long Beach, California.

  
\_\_\_\_\_  
Samantha Marquez