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Attorneys for Plaintiff MARCOS QUINO, on
behalf of himself and others similarly situated

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

MARCOS QUINO, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

RAFFI'S PLACE, a California General Stock
Corporation; and DOES 1 to 10, inclusive,

Defendants.

Case No.: 25STCV11541

[Assigned to the Hon. Laura M. Seigle, Dept. 17]

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: August 6, 2026

Time: 9:00 a.m.

Dept.: 17

Complaint filed: April 18, 2025

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (the
2 “Motion”) filed by Plaintiff Marcos Quino (“Plaintiff”) in the above-captioned case came before
3 this Court on August 6, 2026. The Court, having considered the Class Action and PAGA
4 Settlement Agreement (“Settlement Agreement”), the notice process, the entire record on this action,
5 the papers filed in support of the application of the parties, and the argument of counsel for
6 respective parties, if any, and good cause appearing, the Court HEREBY ORDERS THE
7 FOLLOWING:

8 1. The Court grants preliminary approval of the Settlement and the Settlement Class
9 based upon the terms set forth in the Settlement Agreement. All terms used herein shall have the
10 same meaning as defined in the Settlement Agreement. The Settlement appears to be fair,
11 adequate, and reasonable to the Settlement Class.

12 **Conditional Certification of the Settlement Class**

13 2. The Class defined in the proposed Settlement Agreement is defined as:

14 All current and former non-exempt employees of Defendant who worked
15 within the State of California at any time from April 18, 2021 through
16 April 19, 2026.

17 3. The Court conditionally finds that, for the purposes of approving this settlement
18 only, the proposed Settlement Class meets the requirements for certification under section 382 of
19 the California Code of Civil Procedure.

20 4. The Court provisionally appoints Bradley/Grombacher, LLP as counsel for the
21 Class (“Class Counsel”) for settlement purposes only.

22 5. The Court provisionally appoints Marcos Quino as the representative of the Class
23 (“Class Representative”) for settlement purposes only.

24 **Preliminary Approval of Settlement**

25 6. The Court hereby preliminarily grants approval of the terms and conditions
26 contained in the Settlement Agreement. The Court finds that the terms of the settlement falls
27 within the range of reasonableness and appears to be presumptively valid, subject only to any
28 objections that may be raised at the final fairness hearing and final approval by this Court.

 7. A Final Fairness Hearing on the question of whether the proposed settlement,

1 attorneys' fees and costs to Class Counsel, and the Class Representative Service Payment should
2 be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
3 scheduled in Department 17 on the date and time set forth below.

4 8. The Court makes the following preliminary findings and observations: (1) the
5 settlement amount appears at this stage to be fair and reasonable to the Class Members when
6 balanced against the risks of further litigation relating to class certification, summary judgment,
7 and trial on liability and damages issues, and potential for no recovery whatsoever, and the
8 anticipated delay of protracted litigation; (2) it also appears that sufficient discovery and
9 investigation have been conducted, such that counsel for the Parties at this time are able to
10 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial
11 costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4)
12 the proposed Settlement is the culmination of serious and non-collusive negotiations between the
13 Parties. Accordingly, the Court finds that the Settlement appears to have been entered into in good
14 faith.

15 9. The Court appoints ILYM Group, Inc. as the Administrator.

16 10. The Court approves, as to the form and content, the Class Notice, attached as
17 **Exhibit A** to the Settlement Agreement and as **Exhibit 1** to this Order.

18 11. The Court further finds that the Class Notice appears to fully and accurately inform
19 the Class Members of all material elements of the proposed Settlement, of the Class Members'
20 right and opportunity to be excluded from the Settlement, of the Class Members' right and
21 opportunity to challenge Defendant's records of workweeks worked; and of the Class Members'
22 right and opportunity to object to the Settlement.

23 **Form and Timing of Notice**

24 12. Within thirty (30) calendar days after issuance of this Preliminary Approval Order,
25 Defendant shall provide the Administrator, in an electronically usable format, with the Class and
26 PAGA Data (i.e., Class Member's full name, last-known mailing address, last-known home
27 telephone number, last-known email address, Social Security number, dates of employment, and
28 number of Class Workweeks and number of PAGA Pay Periods).

1 13. Within fourteen (14) days after receiving the Class and PAGA Data, the
2 Administrator shall mail the Class Notice, substantially in the form of **Exhibit 1** attached to this
3 Order, to be mailed by first-class mail postage pre-paid, to all Class Members through the notice
4 procedure described in the Settlement Agreement.

5 14. The Court directs the mailing of the Class Notice in accordance with the
6 implementation schedule set forth in the Settlement Agreement and finds the dates selected for
7 the mailing and distribution of the mailing of the Class Notice as set forth therein meet the
8 requirements of due process and provide the best notice practicable under the circumstances and
9 shall constitute due and sufficient notice to all persons entitled thereto.

10 15. Not later than fourteen (14) days before the date by which Plaintiff is required to
11 file the Motion for Final Approval of the Settlement, the Administrator will provide to Class
12 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
13 diligence and compliance with all of its obligations under this Agreement, including, but not
14 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
15 Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from
16 Settlement it received (both valid or invalid), and the number of written objections.

17 16. The Court finds that the notice to be provided is the best means of providing notice
18 to the Class Members, is practicable under the circumstances and, when completed, shall
19 constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons
20 affected by and/or entitled to participate in the Settlement or the Fairness Hearing, in full
21 compliance with the requirements of due process and the California Rules of Court.

22 **Ability of Class Members to Opt Out of the Settlement Class, Object to the Settlement**
23 **and/or Dispute their Individual Payment**

24 17. Pursuant to paragraph 7.5.1 of the Settlement Agreement and as set forth in the
25 Class Notice, Class Members shall have sixty (60) days from the date the Class Notice is mailed to
26 submit any requests for exclusions in accordance with the procedures set forth in the Class Notice.

27 18. Any Class Member who submits a timely and valid request for exclusion shall not
28 be a member of the Settlement Class, shall be barred from participating in this Settlement, and

1 shall receive no benefit from this Settlement, except that any Class Member who is an Aggrieved
2 Employee will still receive his or her share of the employee portion of the PAGA Penalties and
3 will release the Released PAGA Claims.

4 19. Any Class Members who do not properly and timely exclude themselves from the
5 Settlement shall be included in the Settlement Class and, if the Settlement is approved and
6 becomes effective, shall be bound by all the terms and provisions of the Settlement Agreement,
7 including but not limited to the release of the Released Class Claims described therein, whether or
8 not such person shall have objected to the Settlement and whether or not such person participates
9 in the settlement fund.

10 20. Pursuant to paragraph 7.7.2 of the Settlement Agreement, Class Members shall
11 have sixty (60) days from the date the Class Notice is mailed to submit any objections to the
12 Settlement in accordance with the procedures set forth in the Notice. The Administrator shall
13 email any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall
14 include all Objections received, and Plaintiff's response(s) thereto, with Plaintiff's motion for final
15 approval of the Settlement.

16 21. Pursuant to paragraph 7.6 of the Settlement Agreement, Class Members shall have
17 forty-five (45) days from the date the Class Notice is mailed to dispute their employment dates or
18 the number of Class Workweeks and PAGA Pay Periods.

19 22. The Court orders that any written objection to the Settlement, request for exclusion
20 from the Settlement Class, or disputed information on Class Notices must be submitted in writing
21 in accordance with the procedures set forth in the Class Notice.

22 23. The Court further orders that this is without prejudice to the Class Member's
23 written application to be relieved of a failure to follow the procedures that the Settlement
24 Agreement provides for good cause shown. The Court further orders that it also is without
25 prejudice to a Class Member's Objection being heard at the Final Approval Hearing as the Court
26 may permit, as long as the Class Member has not opted out of the Settlement.

27 **Fairness Hearing**

28 24. A hearing (the "Fairness Hearing") shall take place before this Court, on the date

1 and time set forth below, to determine:

- 2 a. Whether the Court should permanently certify the Settlement Class;
- 3 b. Whether the Settlement, on the terms and conditions provided for in the
- 4 Settlement Agreement, should be finally approved by the Court as fair,
- 5 reasonable and adequate;
- 6 c. Whether the application for the class representative service payment for
- 7 Plaintiff should be approved;
- 8 d. Whether the application for attorneys' fees and expenses to be submitted
- 9 by Class Counsel should be approved;
- 10 e. Whether judgment should be entered based on the Settlement Agreement;
- 11 and
- 12 f. Such other matters as the Court may deem necessary or appropriate. The
- 13 Court may finally approve the Settlement at or after the Fairness Hearing
- 14 with any modifications agreed to by the Parties and without further notice
- 15 to the Class Members.

16 25. The Court orders that any Class Member who has not requested to be excluded
17 from the Settlement, and any other interested person, may appear at the Fairness Hearing in
18 person or by counsel and be heard, to the extent allowed by the Court, either in support of or in
19 opposition to the matters to be considered at the Fairness Hearing. Any documents filed with the
20 Court must also be served on counsel, by any method authorized under the California Code of
21 Civil Procedure.

22 26. Any responses to any written objections to the Settlement and any other matter in
23 support of the Settlement shall be filed with the Court with Plaintiff's motion for final approval of
24 the Settlement.

25 27. The Court may adjourn the Fairness Hearing, including the consideration of the
26 application for the service payment to the Class Representative and for attorneys' fees and
27 expenses, without further notice of any kind other than an announcement of such adjournment in
28 open court at the Fairness Hearing or any adjournment thereof.

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January 5, 2027, at 9 a.m.

28. A Fairness Hearing in this Court is set for _____, ~~2026~~.

29. The Court HEREBY GRANTS preliminary approval of the class action settlement as set forth above.

IT IS SO ORDERED.

Dated: 08/06/2026



A handwritten signature in black ink that reads "Laura Seigle". The signature is written over a horizontal line.

HONORABLE LAURA M. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge