

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
 Kiley Grombacher, Esq. (SBN 245960)
 31365 Oak Crest Drive, Suite 240
 Westlake Village, CA 91361
 Telephone: (805) 270-7100
 Facsimile: (805) 270-7589
 E-mail: mbradley@bradleygrombacher.com
 E-mail: kgrombacher@bradleygrombacher.com

FILED
 Superior Court of California
 County of Los Angeles
08/17/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: A. Morales Deputy

MAJARIAN LAW GROUP APC

Garen Majarian, Esq. (SBN 334104)
 Sahag Majarian, II, Esq. (SBN 146621)
 18250 Ventura Boulevard
 Tarzana, California 91356
 Telephone: (818) 263-7343
 Facsimile: (818) 609-0892
 E-Mail: garen@majarianlawgroup.com
 E-Mail: sahagii@aol.com

Attorneys for Plaintiff ALFONSO SANTIAGO on
 behalf of himself and others similarly situated

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

ALFONSO SANTIAGO, on behalf of himself
 and all others similarly situated,

Plaintiff,

v.

MODERN CONCEPTS, INC., a California
 corporation; and DOES 1 to 10, inclusive,

Defendants.

Case No.: 23STCV04810

Assigned to Hon. Samantha P. Jessner, Dept. 7

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

Date: April 23, 2026

Time: 10:00 a.m.

Dept.: 7

Complaint filed: March 6, 2023

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”) filed
2 by Plaintiff Alfonso Santiago (“Plaintiff”) in the above-captioned case came before this Court on April
3 23, 2026. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement
4 Agreement”), the notice process, the entire record on this action, the papers filed in support of the
5 application of the parties, and the argument of counsel for respective parties, if any, and good cause
6 appearing, the Court HEREBY ORDERS THE FOLLOWING:

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

11 **Conditional Certification of the Settlement Class**

12 2. The Class defined in the proposed Settlement Agreement is defined as:
13 All current and former non-exempt, hourly paid employees who worked for Defendant in
14 California at any time from March 6, 2019 through October 9, 2025.

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

18 4. The Court provisionally appoints Bradley/Grombacher, LLP and Majarian Law Group
19 APC as counsel for the Class (“Class Counsel”) for settlement purposes only.

20 5. The Court provisionally appoints Alfonso Santiago as the representative of the Class
21 (“Class Representative”) for settlement purposes only.

22 **Preliminary Approval of Settlement**

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

27 7. A Final Fairness Hearing on the question of whether the proposed settlement, attorneys’
28 fees and costs to Class Counsel, and the Class Representative Service Payment should be finally approved

1 as fair, reasonable and adequate as to the members of the Settlement Class is scheduled in Department 7
2 on the date and time set forth below.

3 8. The Court makes the following preliminary findings and observations: (1) the settlement
4 amount appears at this stage to be fair and reasonable to the Class Members when balanced against the
5 risks of further litigation relating to class certification, summary judgment, and trial on liability and
6 damages issues, and potential; (2) it also appears that sufficient discovery and investigation have been
7 conducted, such that counsel for the Parties at this time are able to reasonably evaluate their respective
8 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed Settlement is the culmination of serious
10 and non-collusive negotiations between the Parties. Accordingly, the Court finds that the Settlement
11 appears to have been entered into in good faith.

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

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

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

20 **Form and Timing of Notice**

21 12. Within fourteen (14) calendar days after issuance of this Preliminary Approval Order,
22 Defendant shall provide the Administrator, in an electronically usable format, with the Class Data (i.e.,
23 Class Member's full name, last-known mailing address, last known telephone number, Social Security
24 number, number of Class Workweeks and PAGA Pay Periods, and whether they previously signed a
25 release of their claims with Defendant).

26 13. Within seven (7) days after receiving the Class Data, the Administrator shall mail the Class
27 Notice, substantially in the form of **Exhibit 1** attached to this Order, to be mailed by first-class mail
28 postage pre-paid, to all Class Members through the notice procedure described in the Settlement

1 Agreement.

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

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

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

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

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

24 18. Any Class Member who submits a timely and valid request for exclusion shall not be a
25 member of the Settlement Class, shall be barred from participating in this Settlement, and shall receive no
26 benefit from this Settlement, except that any Class Member who is an Aggrieved Employee will still
27 receive his or her share of the employee portion of the PAGA Penalties and will release the Released
28 PAGA Claims.

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

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

21. Pursuant to paragraphs 7.6 of the Settlement Agreement, Class Members shall have sixty (60) days from the date the Class Notice is mailed to dispute their employment dates or the number of Class Workweeks and PAGA Pay Periods.

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

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

Fairness Hearing

24. A hearing (the “Fairness Hearing”) shall take place before this Court, on the date and time set forth below, to determine:

- a. Whether the Court should permanently certify the Settlement Class;
- b. Whether the Settlement, on the terms and conditions provided for in the Settlement Agreement, should be finally approved by the Court as fair, reasonable and adequate;

- 1 c. Whether the application for the class representative service payment for Plaintiff
2 should be approved;
3 d. Whether the application for attorneys' fees and expenses to be submitted by Class
4 Counsel should be approved;
5 e. Whether judgment should be entered based on the Settlement Agreement; and
6 f. Such other matters as the Court may deem necessary or appropriate. The Court
7 may finally approve the Settlement at or after the Fairness Hearing with any
8 modifications agreed to by the Parties and without further notice to the Class
9 Members.

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

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

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

21 28. A Fairness Hearing in this Court is set for ~~April 23, 2027~~ 01/21/2027 AT 10:00 a.m.

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

24 **IT IS SO ORDERED.**

25
26 Dated: 08/17/2026



Samantha Jessner / Judge

HONORABLE SAMANTHA P. JESSNER
JUDGE OF THE SUPERIOR COURT