

FILED
Clerk of the Superior Court

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Attorney for Plaintiff,
GUADALUPE VALDEZ
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GUADALUPE VALDEZ, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

PACIFIC COAST CLEANING, INC. a
California Corporation and DOES 1-50,
inclusive, and ELITE RECRUITING LLC, a
California limited liability company and DOES
1-50, inclusive,

Defendant.

Case No.: 37-2023-00014489-CU-OE-CTL
(Lead Case) [Related to 37-2023-00020126-
CU-OE-CTL]

L.P.T.

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

PAGA Action Filed: April 7, 2023
Class Action Filed: May 11, 2023

The Court has before it the Motion for Preliminary Approval brought by Plaintiff
GUADALUPE VALDEZ. After reviewing the Motion for Preliminary Approval and the Class
Action and PAGA Settlement (“Settlement Agreement”) filed with the Court, and good cause
appearing therefor, the Court hereby finds and orders as follows:

1 1. The Court finds on a preliminary basis that the settlement memorialized in the
2 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the
3 requirements for preliminary approval. The monetary terms of the settlement detailed in the
4 following chart are discussed further below.

Gross Settlement Amount	\$300,000
Plaintiff's Enhancement Award	-\$7,500
Plaintiff's Attorney Fees	-\$99,990
Plaintiff's Costs (up to)	-\$25,000
PAGA Payment	-\$30,000
Settlement Administration (up to)	-\$7,000
Net Settlement Amount for Distribution to Class Members	\$130,510

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13 2. “Class” means all persons who are employed or have been employed by Defendants
14 in the State of California as hourly, non-exempt employees at any time within the period beginning
15 May 11, 2019, through August 6, 2025, subject to Defendants’ option under paragraph 9. In the
16 event that Defendants elect to exercise its right to shorten the Class Period, the Parties will submit
17 a [Proposed] Amended Order revising the class definition.

18 3. The Court finds, for purposes of settlement only, that the Class meets the
19 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
20 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
21 that are common, or of general interest, to all Settlement Class Members, which predominate over
22 individual issues; (3) the named Plaintiff’s claims are typical of the claims of the Class; (4) the
23 named Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of the Class;
24 and (5) a class action is superior to other available methods for the fair and efficient adjudication
25 of the controversy.

26 4. The Court appoints for settlement purposes only GUADALUPE VALDEZ as the
27 Class Representative. An Enhancement Award of \$7,500 to Plaintiff is conditionally approved and
28 will be determined at final approval.

1 5. The Court appoints for settlement purposes only Koul Law Firm, APC as Class
2 Counsel. The proposed payment to Class Counsel for reasonable attorneys' fees is an amount not
3 to exceed 33.33% of the Gross Settlement Amount (\$99,990), which will be determined at final
4 approval. The proposed payment to Class Counsel for actual Litigation Costs in an amount not to
5 exceed \$25,000 is conditionally approved and will be determined at final approval.

6 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
7 proposed payment of the Settlement Administration Costs in an amount not to exceed \$7,000 to
8 ILYM Group, Inc. for its services is conditionally approved and will be determined at final
9 approval.

10 7. The Parties are ordered to carry out the Settlement according to the terms of the
11 Settlement Agreement.

12 8. The Court orders the following implementation schedule:

13 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:
14 within fourteen (14) calendar days after entry of the Preliminary Approval Order;

15 b. Deadline for Settlement Administrator to send Class Notice to Class Members
16 providing notice of settlement: within fourteen (14) calendar days of Preliminary Approval by the
17 Court.

18 c. Deadline for Class Members to postmark written objections, challenges to Class
19 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
20 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
21 fourteen (14) days for remailing;

22 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,
23 Cost Award, and Class Representative Award: Sixteen (16) court days before Final Approval
24 Hearing in conformity with Code of Civil Procedure section 1005;

25 e. Final Approval Hearing: 9/24/26 at 9:30 a.m./p.m.

26 9. The Court approves as to form and content the Notice included as Exhibit A to the
27 Settlement Agreement, which advises Class Members and PAGA Settlement Employees of the
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1 Settlement terms, the preliminary approval of the Settlement, and the scheduling of the Final
2 Approval Hearing.

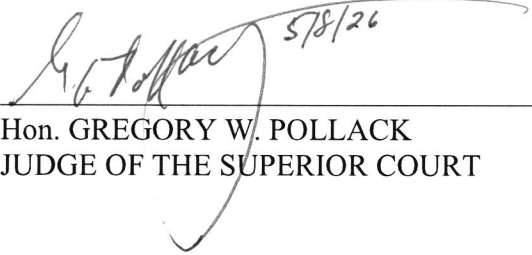
3 10. The Court finds that the timing for the mailing and distribution of the Notice meets
4 the requirements of due process, provides the best notice practicable under the circumstances, and
5 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
6 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

7 11. The Court retains jurisdiction to consider all further applications arising out of or
8 in connection with the Settlement.

9 12. If the Settlement does not become effective in accordance with the terms of the
10 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
11 fails to become effective for any reason, this Order shall be rendered null and void and shall be
12 vacated.

13 IT IS SO ORDERED.

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15 Dated: _____

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17 Hon. GREGORY W. POLLACK
18 JUDGE OF THE SUPERIOR COURT