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Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of-Counsel, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Sahag Majarian, Esq. SBN 146621
sahagii@aol.com
Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorney for Plaintiff,
AGUSTIN HERNANDEZ CABRERA
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

AGUSTIN HERNANDEZ CABRERA, an
individual, on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

LA SUPERIOR WATERLOO, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendant.

Case No.: STK-CV-UOE-2024-9568

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL**

Class Action Filed: August 13, 2024
FAC Filed: October 16, 2024

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff Agustin
2 Hernandez Cabrera. After reviewing the Motion for Preliminary Approval and the Class Action
3 and PAGA Settlement ("Settlement Agreement") filed with the Court, and good cause appearing
4 therefor, the Court hereby finds and orders as follows:

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

Maximum Settlement Amount	\$306,000
Plaintiff's Class Representative Award	-\$10,000
Plaintiff's Attorney Fees	-\$101,990
Plaintiff's Costs (up to)	-\$25,000
PAGA Payment	-\$30,000
Settlement Administration (up to)	-\$10,000
Net Settlement Amount for Distribution to Class Members	\$129,010

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17 2. "Class Members" means all current or former hourly, non-exempt employees who
18 were employed by LA Superior Waterloo, Inc. in California during the Class Period, which extends
19 from August 13, 2020 to the date the Court grants preliminary approval. The Class Period is subject
20 to Defendant's election pursuant to the escalator provision in Paragraph 8 of the Settlement. In the
21 event that Defendant elects to exercise its right to shorten the Class Period, the Parties will submit
22 a [Proposed] Amended Order revising the class definition.

23 3. The Court finds, for purposes of settlement only, that the Class meets the
24 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
25 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
26 that are common, or of general interest, to all Settlement Class Members, which predominate over
27 individual issues; (3) the named Plaintiff's claims are typical of the claims of the Class; (4) the
28 named Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class;

1 and (5) a class action is superior to other available methods for the fair and efficient adjudication
2 of the controversy.

3 4. The Court appoints for settlement purposes only Agustin Hernandez Cabrera as the
4 Class Representative. A Class Representative Award of \$10,000 to Plaintiff is conditionally
5 approved and will be determined at final approval.

6 5. The Court appoints for settlement purposes Koul Law Firm, APC and Majarian
7 Law Group, APC as Class Counsel. The proposed payment to Class Counsel for reasonable
8 attorneys' fees is an amount not to exceed 33.33% of the Gross Settlement Amount (\$101,990),
9 which will be determined at final approval. The proposed payment to Class Counsel for actual
10 Litigation Costs in an amount not to exceed \$25,000 is conditionally approved and will be
11 determined at final approval.

12 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
13 proposed payment of the Settlement Administration Costs in an amount not to exceed \$10,000 to
14 ILYM Group, Inc. for its services is conditionally approved and will be determined at final
15 approval.

16 7. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 8. The Court orders the following implementation schedule:

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

21 b. Deadline for Settlement Administrator to send Class Notice to Class Members
22 providing notice of settlement: within fourteen (14) days of receipt of Class Data.

23 c. Deadline for Class Members to postmark written objections, challenges to Class
24 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
25 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
26 fourteen (14) days for remailing;
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1 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,
2 Cost Award, and Class Representative Award: Sixteen (16) court days before Final Approval
3 Hearing in conformity with Code of Civil Procedure section 1005;

4 e. Final Approval Hearing: 11/18/26 at 9:00 a.m./p.m.

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

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

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

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

19 IT IS SO ORDERED.

20 Jayne C. Lee

21 Dated: 11/18/2026

22 Hon. Jayne Lee
23 JUDGE OF THE SUPERIOR COURT
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