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Attorneys for Plaintiff NOE ARMENDARIZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NOE ARMENDARIZ, on behalf of similarly
aggrieved employees, and the State of California,

Plaintiff,

vs.

KINKISHARYO INTERNATIONAL, LLC, *et*
al.,

Defendants.

Case No.: 19STCV32237

[Assigned to the Hon. Carolyn B. Kuhl, Dept. 12]

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 22, 2025
Time: 10:30 a.m.
Courtroom: Dept. 12
Judge: Hon. Carolyn B. Kuhl

Action Filed: September 11, 2019
Removed: October 11, 2019
Remanded: December 3, 2024
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff filed a Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement”). (See Declaration of H. Scott Leviant in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.) The matter came on for hearing.

After reviewing the Agreement, the Class Notice, and the entire record of this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount (“GSA”)	\$1,000,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed)	\$20,000.00
Requested Attorney’s Fees (one third of GSA)	\$333,333.33
Requested Costs (not to exceed)	\$27,500.00
PAGA Penalty Allocation	\$100,000.00
Requested Class Representative Service Payment	\$10,000.00
Estimated Net Settlement Amount	\$509,166.67

1 The Court is not approving any proposed deductions or awards out of the GSA at this time.

2 4. The Parties' Settlement is granted preliminary approval as it meets the criteria for
3 preliminary settlement approval. In granting preliminary approval of the class action settlement the
4 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
5 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
6 *Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class
7 action Settlement are fair, reasonable, and adequate, pursuant to Code of Civil Procedure § 382. The
8 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only
9 to any objections that may be raised at the Final Approval Hearing.

10 5. The Class meets the requirements for conditional certification for settlement purposes
11 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members
12 of the proposed settlement Class of the terms of the proposed settlement.

13 6. The Parties' proposed notice plan is constitutionally sound because individual notices
14 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the
15 best notice practicable. The Parties' proposed Class Notice, attached to the Settlement as Exhibit A, is
16 sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement,
17 their rights to object to the Settlement, their right to receive a payment under the Settlement or elect not
18 to participate in the Settlement, and the processes for doing so, and the date and location of the Final
19 Approval Hearing and are therefore approved.

20 7. The following persons are certified as Class Members solely for the purpose of entering
21 a Settlement in this matter:

22 All persons employed by Defendant as an hourly-paid, non-exempt employee in the
23 state of California during the Class Period (the "Class Period" is the period from
24 September 11, 2015 to September 6, 2024). "Participating Class Member" means a
Class Member who does not submit a valid and timely Request for Exclusion from the
Class portion of the Settlement.

25 (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

26 8. Plaintiff Noe Armendariz is appointed as the Class Representative.

27 9. The Court finds that counsel for Plaintiff are adequate, as they are experienced in wage
28 and hour class action litigation and have no conflicts of interest with absent Class Members, and that they

adequately represented the interests of absent class members in the Action. Kane Moon, H. Scott Leviant, and Sandy Pham, of Moon Law Group, PC, are appointed Class Counsel.

10. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

11. Defendant is directed to provide the Settlement Administrator the names and most recent known mailing addresses of Class Members and any other information required in accordance with the Agreement, adhering to the following dates and deadlines:

EVENT	DATE OR DEADLINE
Class Data to be delivered to Administrator	No later than 15 days after Preliminary Approval
Notice to be mailed to Class Members	No later than 14 days after receiving the Class data
Response Deadline	60 days after Notice issues
Extended Response Deadline for re-mailed Notices	60 days after Notice issues plus an additional 14 days for Class Members whose Class Notice is re-mailed
Deadline to file Motion for Final Approval	16 Court days before Final Approval Hearing
Final Approval Hearing	Oct. 8, _____, 2025, at ____ 10:30 am ____ a.m./p.m., in Dept. 12.

12. The Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

13. Class Members will be bound by the Agreement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the Response Deadline. Any Request for Exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class Members are not required to send copies of their Requests for Exclusion to counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration stating, among other information to be provided, the number of Requests for Exclusions and identifying all individuals who

1 timely requested exclusion from the proposed Class by listing the first and last initials of any individual
2 who opted out, along with his or her employee identification number, as set forth in the Agreement.

3 14. Written objections by Class Members must be timely sent to the Settlement
4 Administrator in accordance with the Agreement. Written objections must be attached to the
5 Settlement Administrator's declaration and authenticated by the Settlement Administrator.

6 15. Upon completion of the Class Notice process, the Settlement Administrator shall
7 provide a report of the results of that process to Counsel for all Parties.

8 16. A Final Approval Hearing will be held on Oct. 8, 2025 at 10:30 am, 2025, at
9 _____, in Department 12, to determine whether the Settlement should be granted final approval
10 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
11 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
12 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
13 and this Order.

14 17. As set forth in the Notice, any Class Member may appear at the Final Approval Hearing
15 in person (which "in person" appearance may be through LA Court Connect) or by his, her or their own
16 attorney and show cause why the Court should not approve the Settlement.

17 18. The Court reserves the right to continue the date of the Final Approval Hearing without
18 further notice to Class Members.

19 19. Class Counsel shall give notice to any objecting party of any continuance of the Final
20 Approval Hearing.

21 20. In the event that the Settlement does not become effective in accordance with the terms
22 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
23 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
24 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
25 in accordance with the Agreement, and each party shall retain his, her or its rights to proceed with
26 litigation of the Action.

1 21. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the Settlement.

3
4 **IT IS SO ORDERED.**

5 04/22/2025

6 Dated: _____



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Ronald J. Holland (SBN 148687)
Ryan C. Bykerk (SBN 274534)
GREENBERG TRAURIG LLP
101 Second Street, Suite 2200
San Francisco, CA 94105
Telephone: 415-655-1300
Facsimile: 415-707-2010
Ron.holland@gtlaw.com
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Counsel for Defendant KINKISHARYO INTERNATIONAL, L.L.C.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court’s Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **January 22, 2025**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name

/s/ H. Scott Leviant
Signature