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Attorneys for Plaintiff RUDY JOSE BENAVIDEZ,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RUDY JOSE BENAVIDEZ, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

HAWAIIAN GARDENS CASINO, a
California Corporation; THE GARDENS
CASINO, a business entity of unknown
form; and DOES 1 through 50, inclusive,

Defendants.

Case No. 19STCV15406

Judge: Hon. Lia Martin

Department: 16

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR AN ORDER (1)
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT, (2)
APPROVING NOTICE OF CLASS ACTION
SETTLEMENT, AND (3) SETTING
HEARING FOR FINAL APPROVAL**

Date: February 23, 2023

Time: 9:00 a.m.

Dept.: 16

1 Plaintiff Rudy Benavidez (“Plaintiff”) filed a Motion (the “Motion”) for an Order (1)
2 preliminarily approving the Joint Stipulation of Class Action Settlement reached between the
3 parties; (2) approving the Notice of Class Action Settlement, and (3) setting the final approval
4 hearing. The hearing on the Motion was set for February 22, 2023 at 9:00 a.m., at 111 N Hill St,
5 Los Angeles, CA 90012, Department 16. Defendant Hawaiian Gardens Casino, aka The Gardens
6 Casino, (“Defendant”), did not oppose the Motion. (Plaintiff and Defendant shall be collectively
7 referred to herein as the “Parties”).

8 The Court, having considered Plaintiff’s Motion, the Memorandum of Points and
9 Authorities in support thereof and supporting evidence and Declaration, and Defendant’s
10 agreement with and/or non-opposition to the Motion, hereby ORDERS, ADJUDGES, AND
11 DECREES as follows:

12 1. The Preliminary Approval Motion is GRANTED and the Parties’ Class Action
13 And PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) attached to the
14 Declaration of David Yeremian is preliminarily approved.

15 3. This Order incorporates by reference the definitions in the Settlement Agreement
16 and all terms defined therein shall have the same meaning in this Order.

17 4. The Class is preliminarily certified for settlement purposes only. The class is
18 defined as: “all current and former non-exempt employees of Hawaiian Gardens Casino, aka The
19 Gardens Casino in the State of California during the Class Period”, which is the period from
20 February 26, 2018 through March 31, 2021. Should the Settlement not become final, this Order
21 shall be rendered null and void and shall be vacated, and the fact that the Parties were willing to
22 stipulate to class certification as part of the settlement shall have no bearing on, nor be admissible
23 in connection with, the issue of whether a class should be certified in a non-settlement context.
24 Should the Settlement not become final, the Parties shall revert to their respective positions prior
25 to notifying the Court of the settlement of the action.

26 5. The class action settlement contemplated by the Settlement Agreement is
27 preliminarily approved based upon the terms set forth in the Settlement Agreement. The class
28 action settlement appears to be fair, adequate, and reasonable to the Class. The class action

1 settlement contemplated by the Settlement Agreement falls within the range of reasonableness
2 that could ultimately be granted final approval by the Court. The preliminary approval of the class
3 action settlement includes the approval for purposes of the settlement of David Yeremian of
4 David Yeremian & Associates, Inc. and Walter Haines of United Employees Law Group, PC , as
5 Class Counsel; Rudy Benavidez as Class Representative, and ILYM Group, Inc. as Class Action
6 Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to
7 all acts or consents required by or which may be given pursuant to the Settlement Agreement and
8 the class action settlement contemplated by the Settlement Agreement, and such other acts
9 reasonably necessary to consummate the settlement. The Class Action Administrator is
10 authorized to perform such acts as set forth in this Order and the Settlement Agreement.

11 6. The Court approves the Parties' allocation of \$50,000 to settle claims under the
12 Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code § 2699(i),
13 75% of this amount, or \$37,500, shall be paid to the California Labor & Workforce Development
14 agency and the remaining 25%, or \$12,500, shall be paid to Class Members in the manner set
15 forth in the Settlement Agreement.

16 7. The Notice of Class Notice Settlement ("Class Notice" or "Notice"), attached to
17 the Joint Stipulation of Class Action Settlement as Exhibit A, advising the Class of material terms
18 and provisions of this settlement, the procedure for approval thereof, and their rights with respect
19 thereto are approved as to form and content. The Court approves the procedure set forth in the
20 Settlement Agreement for Class Members to participate in, opt out of, and object to the
21 Settlement as set forth in the Notice.

22 8. The Notice shall be sent by first class mail to the Class in accordance with the
23 schedule set forth below. The dates selected for the mailing and distribution of the Notice Packet
24 as set forth below meet the requirements of due process and provide the best notice practicable
25 under the circumstances and shall constitute due and sufficient notice to all persons entitled
26 thereto:

27 a. Deadline for Defendant to provide to Class Action Administrator the class
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list and related information in electronic form: 14 business days after the Order granting preliminary approval.

b. Deadline for Class Action Administrator to mail the Class Notice by first-class regular U.S. mail: 14 calendar days after receiving the class list and related information.

c. Deadline for class members to mail requests for exclusion to the Class Action Administrator: 60 calendar days after the mailing of the Notice.

d. Deadline for class members to mail objections to the Class Action Administrator: 60 calendar days after the mailing of the Notice

e. Deadline for Class Counsel to file a Motion for Final Approval and a Motion for Attorneys' Fees: 16 court days before the Final Approval Hearing.

f. A Final Approval Hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, and the class representative enhancement should be approved as fair, reasonable, and adequate as to the Settlement Class: for ~~July 19, 2023~~, ~~R 1:00 PM~~ ~~AG~~ ~~AGCH~~ at ~~1:00~~ ~~PM~~ ~~a.m./p.m.~~

9. The Joint Stipulation shall not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Joint Stipulation. Entry of this Order is without prejudice to the rights of Defendant to oppose certification of a class in this action should the proposed settlement not be granted final approval.

10. All further proceedings in this action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

11. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative proceedings regarding claims released by the Settlement unless and until such Class Members have submitted valid requests for exclusion to the Administrator and deadline to submit an objection or request for exclusion has elapsed.

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IT IS SO ORDERED.

DATED: 03/08/2023



Lia Martin

HONORABLE LIA MARTIN
JUDGE OF THE SUPERIOR COURT

Lia Martin / Judge

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2540 Foothill Blvd., Suite 201, La Crescenta, CA 91214.

Tracey A. Kennedy
tkennedy@sheppardmullin.com
 SHEPPARD MULLIN
 RICHTER & HAMPTON LLP
 333 South Hope Street, 43rd Floor
 Los Angeles, CA 90071-1422

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at La Crescenta, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 2, 2023, at La Crescenta, California.

Natalia Bermudes
Natalia Bermudes